

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A70	PAGE OF PAGES 1 63	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N00178-04-R-2010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 24 NOV 03	
7. ISSUED BY Contracting Officer Naval Surface Warfare Center, Dahlgren Division 17320 Dahlgren Road, Dahlgren, VA 22448-5100 Attn: Code XDS124		CODE N00178		6. REQUISITION/PURCHASE NUMBER			
8. ADDRESS OFFER TO (If other than Item 7)							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Building 183, Room 104** until **2:00** local time **6 JAN 04**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Contract Branch, Code XDS12	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 540	NUMBER 653-7942	EXT. XDS12@nswc.navy.mil

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **150** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
AREA CODE	NUMBER EXT.		
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR Annual Renewal

You must confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr2000.com/>

EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4
FAR 52.213-2
FAR 52.232-25
NAPS 5252.232-9000
NAPS 5252.232-9001
NAPS 5252.232-9002
NAPS 5252.232-9003

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – If a “submit to” address is designated in one of the clauses listed above, submit the original and three copies of each invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original and three copies of each invoice to the address shown below. In addition, submit one copy of each invoice to the contract specialist at the issuing office address shown on the face of the document and to the COR:

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
ATTN: CODE XDM24I / VENDOR PAY

17320 DAHLGREN ROAD
DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1 June 04 - 31 May 05		Lot		
Base	Aircraft Carrier Warfare System Support				
Period	CPAF				
	The contractor shall provide Aircraft Carrier Warfare System Ship Integration Engineering Support in accordance with Section C				

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	1 June 05 - 31 May 06		Lot		
OPTION	Aircraft Carrier Warfare System Support				
	CPAF				
	The contractor shall provide Aircraft Carrier Warfare System Ship Integration Engineering Support in accordance with Section C				

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	1 June 06 - 31 May 07		Lot		
OPTION	Aircraft Carrier Warfare System Support				
	CPAF				
	The contractor shall provide Aircraft Carrier Warfare System Ship Integration Engineering Support in accordance with Section C				

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	1 June 07 - 31 May 08		Lot		
OPTION	Aircraft Carrier Warfare System Support				
	CPAF				
	The contractor shall provide Aircraft Carrier Warfare System Ship Integration Engineering Support in accordance with Section C				

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	1 June 08 - 31 May 09		Lot		
OPTION	Aircraft Carrier Warfare System Support				
	CPAF				
	The contractor shall provide Aircraft Carrier Warfare System Ship Integration Engineering Support in accordance with Section C				

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Data		Lot		
	* Not Separately Price				NSP*
	Data in accordance with Attachment J.1, DD Form 1423, Contract Data Requirements List				

TOTAL OF ALL CLINS:

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

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HQ B-2-0003 DETERMINATION OF FEE (NAVSEA) (MAR 2001)

(a) Minimum Fee

The base fee, as set forth in Section B of this contract, shall constitute a minimum fee to be paid for the performance of this contract. The Base Fee shall be paid in accordance with the clause of this contract entitled "FIXED FEE" (FAR 52.216-8) and FINALIZED FIXED FEE in Section G.

(b) Award Fee

In addition to the minimum (fixed/ base fee) to be paid hereunder, the Contractor may earn an award fee as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward superior Contracting effort directed toward performance of this contract. The specifics for evaluation are set forth in Attachment J.3.

(c) Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, following issuance of the unilateral modification to the contract authorizing payment of award fee for the applicable Evaluation Period. The Contractor's invoice must cite the appropriate accounting classification reference number (ACRN). There will be no interim or advanced billing of award fee prior to a final determination of the FDO.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section C - Descriptions and Specifications

C.1 SCOPE

C.1.1 The Naval Surface Warfare Center Dahlgren Division (NSWCDD), Dahlgren, VA is tasked to ensure the effective integration of Aircraft Carrier Warfare Systems into the ship, for new construction Nimitz class Aircraft Carriers, Nimitz class Aircraft Carriers that undergo Refueling and Complex Overhaul (RCOH), and in-service Carriers. NSWCDD's role is to review and approve Aircraft Carrier shipbuilder warfare system products and to provide technical guidance and government furnished information to the shipbuilder. This contract is to provide for ship integration engineering services to support Government activities executed in meeting these responsibilities. Thus, the services are to be performed in Dahlgren, VA. These services include development and/or review of warfare system ship design specifications, ship engineering change proposals, ship alterations, HVAC requirements, electrical power and cooling requirements, warfare system block diagrams, space and general arrangement drawings, guidance drawings, system equipment lists, operational warfare station books, installation control drawings, and cost analyses. The term "warfare system" comprises all shipboard tactical systems, and tactical mission support systems, such as, weapons, sensors, command and control, navigation, aviation support systems, mission planning, intelligence, surveillance and reconnaissance, interior and exterior communications, topside design, and warfare system networks.

C.1.1.1 The Contractor shall provide technical and engineering expertise as well as administrative support to the NSWCDD Aircraft Carrier Ship Programs. Broad and diverse technical and engineering warfare system support shall include: analysis, ship integration engineering, installation engineering, review of shipbuilder efforts, ship specification development and updates, technical data collection and storage, documents and drawing production, and task planning and management to support NSWCDD's Aircraft Carrier Warfare System ship integration engineering efforts.

C.1.1.2 The Contractor shall provide all details and complete justification of Contractor recommendations and Contractor efforts at the request of NSWCDD. The Contractor shall provide to NSWCDD on request, a status of all work performed under this contract. The Contractor's managers, engineers, technicians and staff shall participate as members of an integrated NSWCDD-Contractor team. The objective is to form an NSWCDD led team that will satisfy NSWCDD Carrier customers' needs. The Contractor shall provide management coordination with NSWCDD for the interchange of information such as, data files, schedules, task assignments, planning information and informal correspondence.

C.1.1.3 This work will be performed in Dahlgren, Virginia as part of the NSWCDD Aircraft Carrier Warfare System ship integration engineering team. At NSWCDD direction some work may be performed at other sites and travel would be required. The Contractor is encouraged to utilize video teleconferencing and other such electronic communications means to reduce travel costs and improve communications. The Contractor shall support the seamless, 24 hour, every day of the year and two-way use of electronic mail (email) between the contractor and NSWCDD upon award of this contract. At NSWCDD direction some work may be performed for other ships such as cruisers, destroyers and frigates.

C.1.1.4 The Contractor shall designate a Program Manager for this contract who shall have responsibility for all aspects of the work and the authority to commit the Contractor to tasking, work, products, schedules and specific courses of actions. Administrative support shall also include such tasks as preparation of technical and official correspondence, efforts to resolve concerns about time charged, reports, briefings, and meeting minutes.

C.1.1.5 Software tools used under this contract shall not be proprietary to the Contractor. Software tools shall be public domain or commercial-off-the-shelf. The Contractor shall identify to the Contracting Officer's Representative (COR) in writing any and all software tools used under this contract by manufacturer, product name, revision, the source of the software and anything else necessary to identify and procure the software. All computer hardware used shall be commercial-off-the-shelf. The Contractor shall identify to the COR in writing any and all computer hardware used under this contract by manufacturer, product name, revision, the source of the hardware and anything else necessary to identify and procure the hardware. The Contractor shall support all Microsoft Office products. The Contractor shall support, complete and submit work activities logs in PEO Carriers format as required by the

Government. Contractor shall support the maintenance and update of the PEO Carriers management operating system which would include coordinating, updating, consolidating documentation and reports, maintaining and updating weekly countermeasures reports metrics, weekly activity log metrics, quad and Pareto Charts and visual boards. All information, database(s), database structure, and database relationships produced or used under this contract shall be provided to NSWCDD upon request.

C.2 NSWCDD TECHNICAL SUPPORT

C.2.1 The Contractor shall support NSWCDD review of Carrier Warfare System Contract Data Packages (CDP). The results of this support shall include recommendations to reduce weight and/or reduce cost, as well as identify risks and their mitigation, and any other areas as identified by NSWCDD.

C.2.2 The Contractor shall support the preparation of Government Furnished Information (GFI) for development of the CDP. The Contractor shall assist in acquiring and evaluating the Participating Acquisition Resource Managers (PARM) system information, which shall include system versions, system descriptions and systems parametric data. Contractor shall verify and validate that the PARM equipment to be integrated is in conformity with the GFI. Assist in the resolution of technical issues and GFI conflicts between shipyard and stakeholders; such as, PARMs, In-Service Engineering Agents, Life Cycle Managers, Naval Sea Systems Command, Planning Yards and Type Commanders.

C.2.3 The Contractor shall review and provide recommended changes to test and certification plans to facilitate effective delivery of the ship by the shipbuilder.

C.2.4 The Contractor shall support the development and/or review of ship Engineering Change Proposals (ECP). Contractor shall provide analysis and evaluation of existing Aircraft Carrier Warfare Systems to identify needed ECPs. Contractor shall review ECPs for such items as identifying risks to the ship construction schedule and the Aircraft Carrier Warfare Systems integration schedule, any risk mitigation, and provide a cost estimate. Contractor shall develop a prioritization of ECPs. Contractor shall provide an explanation and justification of their ECP development or review. Contractor shall assist in the development and/or preparation of documentation to support the review, the status of reviews, configuration decisions or approval of any ECP.

C.2.5 The Contractor shall support NSWCDD for PARM quarterly and other technical reviews. This includes document preparation, administration, engineering reviews, technical reviews, analysis, tracking of action items, and etc.

C.2.6 The Contractor shall provide risk analysis, cost analysis, and benefit analysis to optimize the integration and installation of Aircraft Carrier Warfare System components based on "What if" scenarios and known schedules. Contractor shall determine areas of technical risk and provide recommendations for resolution with trade off studies. Contractor shall assist in the development or review of proposed Justification Cost Forms.

C.2.7 The Contractor shall work with NSWCDD in defining electronic media, protocols and anything else necessary to interface NSWCDD's classified network or unclassified network to the appropriate Contractor's facilities including security classifications; such as, Non-Disclosure Information and Not For Release to Foreign Nationals. The Contractor shall support the necessary resources; such as, security controls, Internet and intranet access, hardware, software, firmware, routers and bridges to support the seamless interface with NSWCDD's classified and/or unclassified network; such as, Navy Marine Corps Internet.

C.2.8 The Contractor shall evaluate and provide recommendations to resolve system level interface issues as they may impact ship design, integration, documentation, or guidance to the shipbuilder. The Contractor shall evaluate and provide recommendations to resolve Configuration Issues/Deficiencies to minimize negative impacts to ship design and ship/system integration.

C.2.9 The Contractor shall support technical reviews of Availability Work Packages, Ship Installation Drawings, Ship Alteration Records, specifications, inspection reports, shipbuilder proposals for ship integration and design, test preparation, and sea trials. The Contractor shall support reviews or updates for completeness, technical inputs,

technical resolutions/recommendations for efforts such as, advanced planning tasks, early start work list, technical problems, actions items, and compartment listings.

C.2.10 The Contractor shall support technical reviews, schedule reviews, and cost analysis of Shipbuilders design budget execution plans for technical adequacy and executability within the cost and schedule constraints of shipbuilder contracts. Contractor shall assist in the technical reviews of shipbuilders job scope/cost summaries and cost data sheets for technical content and compliance with applicable ship alteration records and contract technical requirements.

C.3 PROGRAM REVIEWS

Aircraft Carrier Warfare System reviews and conferences shall be held at NSWCDD or at other facilities specified by the Government. Meetings to examine and/or resolve any issues, problem or concerns shall be scheduled at the direction of the Government. The Contractor shall support NSWCDD in these conferences, reviews or meetings. Such support may include scheduling, note taking, preparation of documents, agenda development, analysis, technical analysis, collection of data, tracking of action items, meeting facilities arrangements or meeting attendance and/or administrative support.

C.4 CONFIGURATION MANAGEMENT

The Contractor shall support NSWCDD in the planning, implementation, and maintenance of configuration management for Aircraft Carrier Warfare Systems ship integration engineering. Maintain detailed status/logs and provide weekly reports of all engineering/ship design deliverables. Track and maintain design/engineering data relevant to the planning, review, and execution of tasking.

C.5 CONTRACTOR EXPENSE REPORTING SYSTEM (CERS)

Contractors supporting the NSWCDD Surface Ship Program Office (SSPO), code N05, shall enter actual funding and Level Of Effort (LOE) expenditures into the CERS. This shall be done on a monthly (more frequently if desired by individual contractor) basis. CERS is a web-based system, which allows contractors to make "on-line" entry of actual labor hours (by labor category) and expense data into NSWCDD SSPO's budget/ planning system (IBPES).

Dollars and labor hours shall be entered by:

- Technical Instruction/Delivery Order
- ACRN: Costs shall be provided by ACRN for Current Period, TI/DO to date and Contract to date.
- Element/Area (if so funded/ tracked) An element/area is a component of a warfare system or program/ project.
- Costs: Specified by Labor, Travel, and/or ODCs and summarized as Current Period, TI/DO to date, and Contract to date.
- Hours: Specified by Labor Category and summarized as Current Period, TI/DO to date, and Contract to date.

The NSWCDD SSPO will provide CERS training on an as required basis.

The Administrative time required to complete CERS data entry and compilation is considered to be within the scope of the current contract; so any applicable costs should be billed to the appropriate CLIN.

C.6 PROGRESS REPORTS

The Contractor shall provide a monthly progress report electronically. This report shall reflect both prime and subcontractor data as appropriate. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each progress report:

Section I - Contract Progress Summary

Contract title, contract number, period of performance.

Contract Modifications - list modifications by number, include date issued and description.

Open Correspondence - include any correspondence that requires either Government or Contractor action.

Problem Areas/Comments – identify any existing problems or concerns and identify any problems or concerns, which have arisen since the last progress report.

An organization chart showing all personnel (by name, contract labor category (including Technical and Management Support) who are supporting tasking under the contract. Technical management and administrative lines of control shall also be shown.

A listing of all contract Key Personnel to include: name (both of person originally proposed and subsequent substitution, if applicable), contract labor category, % of availability, work area on which the individual is providing support, date approved, date removed.

Government point of contact, Contractor point of contact and description of product.

A columnar listing of all Work Areas (WA's) to include: WA numbers, effective dates of each WA, level-of-effort for each WA (Hours contracted for and Hours Delivered to date), estimated value, funded value and amount incurred to date

Section II - Contract Level Financial and Labor Reports General

The Contractor shall provide the information necessary to completely support:

NSWCDD's Contractor Expense Reporting System (CERS), reported on a monthly basis. Contractor shall enter actual funding and Level of Effort (LOE) expenditures into the CERS monthly. In addition, the monthly report shall include charts detailing the following information shall be provided for both hull numbers and all work areas: CLIN value, planned value, funded amount and actual expensed amount.

Financial and labor projections by providing charts, graphs, and text necessary to define the planned future staffing, funding, and man-hours by category and all of this associated by WA and hull number for the year.

Section III - Individual Work Area and Hull Number Progress Reports

A. Work Area and Hull Number Financial and Labor Reports General

Graphs shall be provided showing planned versus funded and actual dollar expenditures for both the WA and the hull numbers within the WA.

The Contractor shall provide Financial and Labor projections by providing charts, graphs, and text necessary to define the planned future staffing, funding, and man-hours by category and all of this associated by work area for the year.

B. Technical Status

1. Progress
2. Problem Areas
3. Plans/Schedules

Delivery(s)

1. WA, CDRL, Delivery date, Description of Product delivered

Travel for the period – costs, dates, number of days, name of traveler, purpose, destination, and mode of travel.

Section IV – Distribution

Distribution is included on Attachment J.1, Contract Data Requirement List, Data Item 0001.

C.7 PLAN OF ACTIONS AND MILESTONES (POA&M) REQUIREMENTS

The contractor shall develop a POA&M for each work area, with each major ship effort addressed separately within the POA&M. The POA&M shall be provided electronically to the TA (with a copy to the Contract Specialist) within twenty-one (21) calendar days after Contract Award, Exercise of Option, Technical Instruction issuance, and/or Modifications to the Technical Instruction or the Contract which affect the Level of Effort or Dollar Ceilings. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M.

C.7.1 For each POA&M the following information shall be provided once per POA&M:

Date POA&M prepared (and revision number if applicable)

Work Area (number and title)

Contract Number

POA&M Period Of Performance

Contractor Interfaces/Points Of Contact (technical area):

Task Manager (name, phone number and email)

Others As Appropriate

Government Interfaces/POC:

COR (name and code)

TA (name and code)

Estimate Of Total Cost

Signatures (each POA&M must be signed by a contractor representative and have the signature block for signature by the COR and TA)

C.7.2 For each POA&M the following information shall be provided once For Each Major Ship Effort Within The POA&M:

Work Summary (a brief description of work supported within this work area for the ship effort)

Schedule Of Events Proposed/Planned (list title of reports to be delivered and due dates for each)

Estimated LOE Required for the period of the work area (include labor category and manhours)

Direct labor category estimates broke into Key Personnel Labor Categories, Technical Support and Administrative Support

Subcontractors shall be identified

Travel – total estimated cost; by destination show: number of people, number of days & number of trips

Estimate Of Cost (Total estimated cost of ship effort)

C.8 GUIDANCE

The following documents are generally applicable to the efforts described above and the Contractor may use these documents as general guidance in fulfilling those requirements.

C.8.1 MILITARY DOCUMENTS

MIL-HDBK-2036	Preparation of Electronic Equipment Specification
MIL-HDBK-46855	Human Engineering Program Process and Procedures
MIL-STD-973	Configuration Management
MIL-STD-1310	<u>Shipboard Bonding, Grounding, And Other Techniques For Electromagnetic Compatibility And Safety.</u>
MIL-HDBK-502	Acquisition Logistics Handbook
MIL-STD-461	Electromagnetic Emissions and Susceptibility, Requirements for the Control of Electromagnetic Interference
MIL-STD-822	Standard Practice For System Safety Program Requirements
MIL-STD-462	Measurement of Electromagnetic Interference Characteristics
MIL-STD-167-1	Mechanical Vibrations of Shipboard Equipment (Type I-Environmental and Type II – Internally Excited)

MIL-STD-810	DOD Test Method Standard for Environmental Engineering Considerations and Laboratory Tests
MIL-STD-901	Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems, Requirements
MIL-HDBK-502	DOD Handbook – Acquisition Logistics
MIL-STD-1399	Interface Standard for Shipboard Systems

C.8.2 OTHER MILITARY DOCUMENTS

NAVSEA S9040	Shipboard Systems Certification Requirements for Surface Ship
AA-GTP-010/SSCR	Industrial Periods [Non-Nuclear] June 1998
NAVSEA S9095	Total Ship Test Program Manual
AD-TRQ-010/TSTP	March 1995
DOD-5200.40	Defense Information Technology Security Certification and Accreditation Process
OPNAVINST 1500.76	Navy Training System Requirements, Acquisition, and Management

C.8.3 NON-GOVERNMENT DOCUMENTS

NIST Publication 500-220, October 1994
 NIST SpecialGuide on Open System Environment (OSE) Procurements,
 ISO-9001:1994 Quality Management and Quality Assurance Standards
 IEEE 45-2002 Recommended Practice for Electric Installations on Shipboard
 IEEE 1220-1998 Standard for Application and Management of the Systems Engineering Process

CLAUSES INCORPORATED BY FULL TEXT

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDDB BASE ACCESS

The contractor shall insure that all employees who have a NSWCDDB badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDDB Physical Security of all changes in their contract personnel requiring NSWCDDB base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDDB Physical Security in advance of the date, time and location where the NSWCDDB representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDDB badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDDB Physical Security of the separation and make arrangements between the former employee and NSWCDDB Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer database in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal ____*____ dated ____*____ in response to NSWCCD Solicitation No. N00178-04-R-2010.

* completed at time of award

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) Government POC name, code, phone number and email
- (4) Naval Surface Warfare Center, Dahlgren Division, Dahlgren VA 22448

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
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INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the COR.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

DURATION OF CONTRACT PERIOD

This contract shall become effective on the date of the award and shall continue until the end of the term of the last exercised option period.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

- (a) Name: [*]
Address: Code [*]
Dahlgren Division
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653- [*]; FAX: (540) 653- [*]
E-mail: [*]

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued hereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

- (a) Name: [*]
Address: Code [*]
Dahlgren Division
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653- [*]; FAX: (540) 653- [*]
E-mail: [*]

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Administrative Contracting Officer (ACO)

- (a) Name: [*]
Address: [*]
Phone: [*]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officer's Representative (COR):

- (a) Name:
Address: [*]
Phone: [*]; FAX: [*]
E-mail: [*]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. A copy of the COR appointment memo which provides a delineation of COR authority and responsibilities is provided as attachment J.[*] to this contract.

Alternate Contracting Officer's Representative (ACOR):

- (a) Name:
Address: [*]
Phone: [*]; FAX: [*]
E-mail: [*]

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as attachment J.[*] to this contract.

Paying Office

- (a) Name: [*]
Address: [*]
Phone: [*]

(b) The Paying Office makes all payments under the contract.

(c) (DFAS Charleston only) For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

[*] -- to be completed at contract award

Ddl-G11 CONSENT TO SUBCONTRACT

The following subcontractors were evaluated during contract negotiations.

[to be completed at contract award]

This evaluation satisfies the requirements for advance notification or consent pursuant to 52.244-2.

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within ten days after award of the contract. The conference will be held at the address below:

Location/Address: [*]

(b) The contractor will be given at least three (3) working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

[*] -- to be specified at contract award

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G42 PAYMENT OF FEE UNDER AWARD FEE CONTRACTS

(a) This contract provides for a base (fixed) fee which shall not exceed [*]% of the estimated cost of the contract, exclusive of facilities capital cost of money. The contractor may also earn an award fee as determined by

the Fee Determining Official (FDO), provided that the base fee plus maximum award fee shall not exceed [*]% of estimated contract cost, exclusive of facilities capital cost of money.

(b) Subject to the adjustments required by other contract clauses, the fixed fee may be paid in installments.

(c) The purpose in granting an award fee is to encourage and reward contractor performance in achieving the Government's objectives. In overseeing the contractor's performance, the Government will continuously monitor the manner in which the contractor is proceeding to attain the objectives.

The contractor shall be paid award fee amounts determined to be appropriate by the FDO. The award fee decision is a unilateral determination of the FDO. Payment of award fee is not subject to withholdings.

(d) Attachment J.3, Award Fee Evaluation Plan, details the process used in assessing the award fee earned.

[*] -- to be completed at contract award

FINALIZED BASE (FIXED) FEE

The base (fixed) fee for each CLIN will be finalized based on the total number of technical (key personnel) hours provided (both compensated and uncompensated).

If 100% or more of both the compensated and uncompensated technical hours are provided, the contractor will receive the full base (fixed) fee.

If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 - The fee will be reduced proportionate to the compensated technical hours provided - i.e., if 90% of the compensated technical hours were provided, 90% of the fee will be calculated.

Step 2 - If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e. if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced 20%.

Additional fee will not be provided for technical hours that exceed 100% of the specified hours. Support hours have no impact on the finalized fixed fee.

The above fee reduction process applies to all CLINs regardless of the level of funding. This contract will be incrementally funded and budgetary constraints may prevent full funding of all CLINs. The process for finalizing the base (fixed) fee is the same for both fully funded CLINs and CLINs funded at less than the estimated total cost plus award fee.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not

extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

** to be completed at time of award

A copy of every invoice shall also be provided to the individuals/Codes at NSWCCD listed below:

COR
Contract Specialist
Code XDM24I

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

_____ is required only with the final invoice.

 X is not required.

(f) A Certificate of Performance

_____ shall be provided with each invoice submittal.

 X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

Section H - Special Contract Requirements

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MANDATORY CONTRACT REQUIREMENTS

The following are mandatory requirements that must be met for an offeror to be considered eligible for award, and maintained throughout the life of the contract.

1. **Facility Security Clearance** - The Contractor's primary facility for supporting this effort must be cleared at the SECRET level for both processing and storage.
2. **Key Personnel Security Clearance** - All key personnel must have a security clearance of SECRET or higher.

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, the Contracting Officer's Representative (COR) and the Technical Assistant (TA). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications.

(a) Experience – The desired experience for each position is listed below; this experience must be directly related to the tasks and programs listed in the statement of work. The following definitions apply:

(1) General Warfare System Ship Integration Engineering Experience - General warfare system engineering experience refers to prior participation in tactical warfare systems ship integration engineering. Tactical warfare systems includes the sensors, weapons, command and control, communications, mission planning, intelligence, force planning, aviation, and support systems for prosecuting the full spectrum of activities required in multi-warfare environments. Ship integration engineering includes review of ship engineering change proposals, development and review of ship drawings, HVAC analysis, power requirements analysis, development/review of space arrangement drawings, development/review of ship alterations, development/review of contract data package, analysis of topside arrangements, and warfare system tabulations.

Up to 3 years active-duty experience in a surface warfare function aboard a deployed United States Navy surface ship may be counted for tactical warfare systems ship integration engineering experience.

(2) Carrier Warfare System Ship Integration Engineering Experience - Carrier warfare system experience refers to prior ship integration engineering experience with the Aircraft Carrier warfare system. The Aircraft Carrier warfare system is considered to be all the tactical electronic systems on an Aircraft Carrier. Prior ship integration engineering experience shall include one or more of the following: engineering to integrate the Carrier warfare system into the ship design, ship spaces, or ship building process; Carrier ship alteration process engineering; Carrier contract data package engineering, Carrier ECP process engineering, system analysis and engineering to investigate the impact of Carrier warfare system improvements on ship design; installation and ship check-out of Carrier warfare systems; review of Carrier shipbuilder products; and ship specification development and upgrades.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) No Accumulation Of Qualifying Experience - Categories of experience may not be accumulated concurrently. For example, experience may count as either General Warfare System Ship Integration Engineering Experience or Carrier Warfare System Ship Integration Engineering Experience. The same experience cannot be counted as both.

The Key Labor Categories and their desired experience are as follows:

PROGRAM MANAGER:

Six (6) years project management experience for a shipbuilding program or a major tactical system employing embedded computer technology. The individual must have been responsible for directing a multi-disciplined team of technical personnel to produce a system or product within cost, schedule, and performance constraints.

Plus an additional four (4) years of general experience as defined in the "General Warfare System Ship Integration Engineering Experience" above.

Plus an additional two (2) years of specific experience as defined in the "Carrier Warfare System Ship Integration Engineering Experience" above.

SENIOR ENGINEER:

Fifteen (15) years of general experience as defined in the "General Warfare System Ship Integration Engineering Experience" above.

Plus an additional three (3) years of specific experience as defined in the "Carrier Warfare System Ship Integration Engineering Experience" above.

ENGINEER:

Ten (10) years of general experience as defined in the "General Warfare System Ship Integration Engineering Experience" above.

Plus an additional two (2) years of specific experience as defined in the "Carrier Warfare System Ship Integration Engineering Experience" above.

ASSOCIATE ENGINEER:

Three (3) years of general experience as defined in the "General Warfare System Ship Integration Engineering Experience" above.

Plus an additional one (1) year of specific experience as defined in the "Carrier Warfare System Ship Integration Engineering Experience" above.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWDCD Solicitation/Contract N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] manhours. The following details funding to date:

Total				
Contract	Previous	Funds This	Total Funds	Balance
CPFees	Funding	Action	Available	Unfunded
*	*	*	*	*

* to be completed at time of award

Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total workhours of direct technical labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The key personnel are considered the technical workforce. Technical support and administrative/clerical support is not considered technical labor for purposes of this provision. However, it is recognized that support hours are required and should be included in the offeror's cost proposal. (The tables below are to be completed by the offeror as part of their proposal.)

Key Labor Categories	Base Period – CLIN 0001 1 June 2004 – 31 May 2005			Option – CLIN 0002 1 June 2005 – 31 May 2006		
	Regular Hours	Uncomp Hours*	Total Hours	Regular Hours	Uncomp. Hours*	Total Hours
Program Manager						
Senior Engineer						
Engineer						
Associate Engineer						
Total Man Hours						

Key Labor Categories	Option – CLIN 0003 1 June 2006 – 31 May 2007			Option – CLIN 0004 1 June 2007 – 31 May 2008		
	Regular Hours	Uncomp Hours*	Total Hours	Regular Hours	Uncomp. Hours*	Total Hours
Program Manager						
Senior Engineer						
Engineer						
Associate Engineer						
Total Man Hours						

Key Labor Categories	Option – CLIN 0005 1 June 2008 – 31 May 2009			TOTAL (5 years) 1 June 2004 – 31 May 2009		
	Regular Hours	Uncomp Hours*	Total Hours	Regular Hours	Uncomp. Hours*	Total Hours
Program Manager						
Senior Engineer						
Engineer						
Associate Engineer						
Total Man Hours						

*Complete only if Uncompensated Hours are proposed, otherwise leave blank
Regular Hours equates to Compensated Hours

(b) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated above, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work

(actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fees together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fees, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either:

(i) reduce the base (fixed) fee and reduce the available award fee pool of this contract so the fees are proportionate to the LOE provided; or

(ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fees of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) The Award Fee Self Evaluation Report shall include certification setting forth the number of manhours (compensated and uncompensated) expended in each contract labor category. In addition, the report for the second six months of each CLIN shall include a calculation of the final base (fixed) fee in accordance with this clause and Section G - FINALIZED BASE (FIXED) FEE. Beginning with Option CLIN 0002, the Award Fee Self Evaluation Report for the first six months of each CLIN shall include the following information on the previous CLIN: (1) estimated cost funded, costs incurred and billed, final base (fixed) fee, award fee earned; (2) any major difference between the estimated cost billed and funded shall be explained; (3) in the case of a cost under run, the amount by which the estimated cost of this contract may be reduced to recover excess funds (include breakdown by Accounting Classification Reference Number (ACRN). All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fees is required.

SEA 5252.232-9104 ALLOTMENT OF FUNDS - ALTERNATE I (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in Attachment J.2, Award Fee Evaluation Plan. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>EST COST</u>	<u>BASE FEE</u>	<u>AWARD FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	\$	
(to be completed at time of award)				

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs that are fully funded are designated above and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs by CLINs/SLINs.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirement	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data-- Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-- Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice Of Price Evaluation Preference For Hubzone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002)-- Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13 (Dev)	Restriction on Certain Foreign Purchases (June 2003) (Deviation)	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights-Retention by the Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996

52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer-- Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996)-- Alternate I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987)-- Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998)-- Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-25	Limitation Of Liability-- Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights In Technical Data-- Noncommercial Items	NOV 1995
252.227-7014	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Rights In Technical Data-- Commercial Items	NOV 1995
252.227-7016	Rights In Bid Or Proposal Information	JUN 1995
252.227-7019	Validation Of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988

252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
	Technical Data-- Withholding Of Payment	
252.227-7030		MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by unilateral modification provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Contract Data Requirements List, DD1423, 4 pages

Attachment J.2 – Contract Security Classification Specification, DD254, 6 pages

Attachment J.3 – Award Fee Evaluation Plan, 21 pages

Attachment J.4 – Navy Value Engineering Guide, 3 pages

Attachment J.5 – Past Performance Questionnaire, 5 pages

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 54133.

(2) The small business size standard is \$23M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Award Fee contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Code XDS12
Contracting Officer
Room 104, Building 183
Naval Surface Warfare Center, Dahlgren Division
Dahlgren, VA 22448

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.acq.osd.mil/dp/dars>

(End of provision)

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section H, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be prepared so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

(3) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(4) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	<u>Original</u>	<u>Copies</u>
1. Solicitation, Offer and Award (SF 33)	1	1
2. Oral Presentation Viewgraphs or Diskette	1*	8 paper & 1 disk
3. Technical/Management Proposal	1	4
4. Cost Proposal	1**	2

* The viewgraphs should be on paper vice transparencies as paper works best with the equipment in the conference room designated for the oral presentation; electronic media may be used in lieu of paper as detailed under ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING/CAPABILITY.

**** In addition to the hard copy, include an electronic copy as addressed under COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS.**

The original shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L24 ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING/CAPABILITY

(a) Offerors shall make an oral presentation to demonstrate their Technical and Management understanding and capability for this requirement. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

(b) Viewgraphs/Slides

(1) The offeror may make the oral presentation from hardcopy viewgraphs or from electronic media (PowerPoint, etc.). The original hardcopy transparencies or the original diskette of the electronic media of the oral presentation shall be submitted in a sealed package, that is submitted with the offer. These transparencies (or diskette) will be held by the Contracting Officer in the sealed package and will be provided to the offeror immediately prior to the start of the Oral Presentation. No other transparencies/diskette may be used during the Oral Presentation. Following the Oral Presentation, the Contracting Officer will retain the original transparencies/diskette. Following contract award, the original transparencies/diskette will be returned, if desired, to the offeror.

(2) Paper copies of the Oral Presentation transparencies or copies of the electronic media - A separate package shall contain the paper copies of the transparencies/slides or the electronic media. These copies, submitted with the offer, will be opened by the Government and will be provided to the Government evaluators for study prior to hearing the Oral Presentation.

(c) General presentation Requirements

(1) Offerors must clearly demonstrate an understanding of Navy policies and procedures and all requirements covered in the RFP. The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Navy's requirement, has the technical capability and competence to fully perform the requirements described in the statement of work, and has the management resources and expertise to successfully carry out a contract of this type. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

(2) The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to this acquisition should not be presented.

(d) Scheduling Oral Presentations

(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to XDS12, at the address shown in block 7 of the SF33, by facsimile or email not later than 10 working days prior to the solicitation closing date.

(2) Oral Presentations will be scheduled to begin approximately four (4) working days after the solicitation closing date. The order of presentation will be determined by random drawing by the Contracting

Officer. Offerors will be notified of the date, time and location of the Oral Presentation within two (2) working days after the closing date of the solicitation. The Navy reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award.

(3) The Oral Presentation shall not exceed three (3) hours in length. Breaks (not to exceed thirty (30) minutes total) may be called by the presenters. The break(s) will not be included in the limitation for the Oral Presentation. The presentation will be followed by an approximate 1½ hours break and then a question and answer session. The oral presentation and all associated materials shall be unclassified. The oral presentation will be made in the Government's facility at NSWCDD, Dahlgren, Virginia. The Government will provide and set up the necessary viewgraph/paper projector and screen; the offeror may bring his own projector. If the offeror elects to use electronic media, the offeror shall be responsible for furnishing all equipment (not including screen) for making the presentation. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:

0745 Presentation room opened
0815 Sealed transparencies/diskette opened
0830 Presentation begins
break(s)
1200 Presentation ends, break begins
1330 Question and answer period begins

(e) Rules for the Oral Presentations

(1) The time limit for the Oral Presentation will be strictly enforced. The starting times and length of the break(s) are adjustable. The offeror is responsible for keeping track of the remaining time.

(2) There is no limit to the number of transparencies/slides in the Oral Presentation; however, only those transparencies/slides presented will be considered for evaluation purposes.

(3) Offerors are limited to the use of pre-prepared overhead transparencies/slides only. The transparencies/ slides and hard copies thereof shall be consecutively numbered. During the question and answer session, the contractor may "create" new transparencies through the use of blank transparencies and markers. Necessary materials shall be provided by the contractor. The Contracting Officer will retain these original transparencies.

(4) Presenters shall be senior level Key Personnel the offeror will actually employ to perform the work under the prospective contract and shall include the proposed Program Manager. The offeror is encouraged to have proposed subcontractor personnel participate. The same presenters shall be present for the question and answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the hardcopy transparencies/ slides. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session.

(5) The presentation will not be recorded. Neither the Navy nor the offeror will videotape or use audio or video recording devices of any kind.

(6) The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation.

(7) The Navy will not ask questions during the Oral Presentation; however, questions will be asked during the question and answer session.

(8) The Navy will not inform offerors of their strengths, deficiencies or weaknesses during the presentation.

(9) An invitation to make an oral presentation does not constitute a determination that the offeror has been determined to be in the Competitive Range.

(f) Organization and Minimum Content of the Oral Presentation – In order to facilitate evaluation, it is desired that the Oral Presentation be structured into two primary components: Technical Understanding/Capability and Management.

(1) Technical Understanding/Capability – The offeror shall demonstrate his understanding of the requirements for and technical capability to accomplish tasking under this contract by providing his approach to the following scenarios:

Technical Scenario 1. Integration of Warfare Systems into Aircraft Carriers Undergoing RCOH

Discuss the key processes and deliverables that are essential for effective integration of warfare systems and ship systems into Aircraft Carriers undergoing Refueling and Complex Overhaul (RCOH). Discuss the roles and responsibilities of key organizations and personnel, and the timelines for specific processes. Discuss the issues involved in integrating a warfare system in this scenario. This would include management strategies, historical concerns, requirements, life cycle issues, methodologies, options, products, cost analysis, risks, and risk mitigation. Describe typical problems that occur during the ship integration process for Aircraft Carriers undergoing RCOH.

Technical Scenario 2. Modernization of Existing Aircraft Carrier Warfare Systems

Discuss the key processes and deliverables that are essential for effective integration of warfare systems and ship systems into in-service Aircraft Carriers. Discuss the roles and responsibilities of key organizations and personnel, and the timelines for specific processes. Discuss issues involved in providing enhanced equipment and/or system performance onboard existing Aircraft Carriers in this scenario. This would include the modernization of existing systems and equipment, and integration into supporting ship systems. Describe the process for certification, installation, readiness, training, maintenance, back-fit, documentation and life cycle. Define risks and risk mitigation options. Describe typical problems that occur during the ship integration process for in-service Aircraft Carriers.

Technical Scenario 3. Integration of Warfare Systems into New Construction Nimitz Class Aircraft Carriers

Discuss the key processes and deliverables that are essential for effective integration of warfare systems and ship systems into new construction Nimitz Class Aircraft Carriers. Discuss the roles and responsibilities of key organizations and personnel, and the timelines for specific processes. Discuss issues involved in integrating Aircraft Carrier warfare systems in this scenario. Include in the discussion all aspects of the design process, including technology insertion, system tradeoffs, documentation, risks, risk mitigation, support structures, and integration of existing systems/weapons. Describe typical problems that occur during the ship integration process for new construction Aircraft Carriers.

(2) Management – The offeror shall demonstrate their management capability by presenting a Management Approach which shall include as a minimum, the following:

(i) Transition Plan - Since this is a follow-on services contract, transition is considered important. Of specific interest are the areas of personnel, including workforce location, and work product quality. Offerors should address how their management and project staff will be established; how their technical and contract administration interface with NSWCDD will be established; how the offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the programs' current operation; and what services, support, or other items will be required from the Government to facilitate the transition. The Start-Up plan

shall be consistent with the offeror's technical presentation and cost proposal; as well as the facilities and personnel staffing portions of the proposal.

(ii) Management Plan/Subcontractor Control/Quality Control/Efficiency - This element is intended to address items such as the following: Overall management approach (to include approach to ensuring services remain non-personal in nature), proposed organization, management structure, corporate resources to be applied to this requirement (facilities, including conference rooms and libraries, equipment, software etc.), liaison with the contracting officer, COR and NSWCDD TAs, and understanding of and ability to comply with the contract's business management aspects such as progress reporting, risks and risk mitigation, cost proposals and invoicing. The Government may request some contractor support to be located at sites other than Dahlgren, VA; the offeror shall therefore explain how the work would be managed and integrated across multiple sites. The Contractor shall describe the number, location, and function of their indirect charge support personnel. If support personnel are proposed for direct charge, the function of these personnel will also be discussed. This element also addresses the offeror's policies and practices regarding the overall management of efforts performed by subcontractors and consultants. If subcontracting or teaming is proposed, the offeror shall state the specific portions of the SOW the subcontractor/team member will perform. The offeror shall address the technical reason for selecting each subcontractor/team member and any previous working relationships. Also of interest are the offeror's procedures for ensuring the quality of services performed and deliverables provided by subcontractors, including the timely reporting of hours and costs. The offeror's proposed plan, procedures and processes to ensure the quality and timeliness of all services provided as well as contract deliverables will be assessed. Furthermore, the offeror's approach for increasing efficiency and reducing duplication across Aircraft Carrier programs is of interest. Finally, the overall effectiveness of these procedures will be judged by the quality of both the technical and cost proposals in terms of form (spelling, grammar, etc.) and responsiveness to solicitation requirements.

(iii) Personnel Recruitment/Retention/Skills Improvement - This element is intended to address the offeror's personnel management program to include recruitment, retention, and training; as well as personnel augmentation plan for responding to work load fluctuations. Recruitment includes the approach to staffing buildup and management. Of particular interest is the offeror's ability to identify and provide individuals with hard-to-find skills. Retention will be assessed based on the offeror's personnel management policies and practices designed to motivate employee performance and encourage longevity with the firm. Skills improvement involves the offeror's training program and the offerors' approach toward staff development particularly in the primary functional areas identified in the Statement of Work. Also, the extent of corporate investment (i.e., training funded out of overhead/G&A) in staff development should be addressed.

Ddl-L26 WRITTEN TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – MANDATORY REQUIREMENTS, KEY PERSONNEL, SUBCONTRACTING and PAST PERFORMANCE

The written technical proposal shall consist of the following items:

<u>Description</u>	<u>Paragraph Reference</u>
Contract Mandatory Requirements	(a)
Key Personnel Staffing Matrix	(b)
Key Personnel Resumes	(c)
Organization Chart	(d)
Subcontracting/Teaming/Consulting Agreements	(e)
Past Performance	(f)

(a) Contract Mandatory Requirements - The contractor shall address his ability to (or plans for meeting at time of award) meet each of the contract mandatory requirements as discussed in Section H, MANDATORY CONTRACT REQUIREMENTS.

(b) Key Personnel Staffing Matrix - The offeror shall provide a summary matrix of Key Personnel. This matrix will be evaluated against both the Resumes and the SOW for consistency. The following information shall be submitted:

Proposed individuals name
 Contract Labor category
 Company Labor category
 Percent Available under resultant contract
 Security Clearance Level
 Professional Development/Degree(s)
 Section(s) of the SOW proposed to support, including primary work location.
 Sections(s) of the SOW in which named individual possess experience.
 Key person on another contract? (yes or no) If yes, provide the contract Number(s) and the percentage of time obligated under each contract.
 Location on the Organization Chart
 Resume page number

(c) Key Personnel Resumes – The minimum number of resumes to be submitted for each Key Person contract labor category is shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category.

CONTRACT LABOR CATEGORY	NUMBER OF RESUMES
Program Manager	1
Senior Engineer	8
Engineer	9
Associate Engineer	4
TOTAL	22

(i) In order to facilitate proposal evaluation, all resumes shall be provided in the format specified in Section H. The cutoff for experience claimed shall be the closing date of the solicitation. Resumes without the certification required in Section G may be unacceptable and may not be considered. The employee and offeror certifications shall be dated after the issue date of this solicitation.

(ii) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

(d) Organization Chart – An organization chart shall be provided that includes all key personnel.

(e) Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting/teaming/consulting arrangements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and support) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.

(f) Past Performance

(1) The proposal shall contain information concerning the offeror's experience in performance of contracts for similar services of the variety and magnitude set forth in the RFP. This information should include data as to the scope of work required under such contracts, the term of those contracts, number and types of personnel furnished, the contracting agencies/offices that awarded the contracts, applicable contract numbers, and any other applicable information. Information regarding past performance may be obtained from several sources, as indicated below.

(2) Past Performance Reference List

(i) All offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last three years and those currently in progress:

- (A) Contract Number
- (B) Contract Amount/Value
- (C) Description of Work Performed to include approximate number of direct man-years per year provided.
- (D) Identification of the Statement of Work functional area(s) (e.g., C.xx -- XXXXX) for which the referenced contract demonstrates past performance
- (E) Note if performed as a prime or subcontractor
- (F) Name, address and phone number of the Contracting Officer and of the COR
- (G) Name, title, address, phone number and/or email of person to whom the questionnaire was mailed; date mailed OR an indication that the contract is listed in CPARS/PPAIS.
- (H) Subcontracting goals and percentages actually achieved for small, small disadvantaged and women-owned businesses (copies of SF 294, Subcontracting Report for Individual Contracts, should be attached)

(ii) If submitting a proposal for subject acquisition as a prime contractor, the offeror is encouraged to include Past Performance reference(s) where they performed as a prime contractor. If subcontractors are proposed for subject acquisition, the offeror is encouraged to include Past Performance reference(s) where they, as the prime contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.

(3) Contract Listed in CPARS/PPAIS. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) and/or DoD Past Performance Automated Information System (PPAIS) data and other existing past performance rating on relevant contracts. Past Performance Questionnaires should not be submitted for contracts included in CPARS/PPAIS.

(4) Contracts Not Listed in CPARS/PPAIS – Submit Past Performance Questionnaire

(i) The offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.5). It is in the offeror's best interest to do a thorough and prompt job of distributing the Past Performance Questionnaires.

(ii) The offeror shall send a copy of the questionnaire directly to the COR for all relevant contracts completed in the last three years and contracts currently in progress that are not listed in CPARS/PPAIS. The offeror shall request the recipients of the questionnaire to complete the document and forward it to the Government Contracting Officer listed on the first page of the questionnaire.

(iii) The Navy will attempt to contact those offices which do not respond to the questionnaire based upon the information in the Past Performance Reference List.

(5) Offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of :

(i) Additional information which the Government has readily available, for example, a synopsis of data in the CPARS system;

(ii) Information which the offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or

(iii) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.

(6) For offerors that are large businesses, the offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide a copy of the SF294 for each contract listed in the Past Performance Reference List with a value in excess of \$500K. For completed contracts, provide the final SF294; for contracts in process, provide the SF294 for the latest reporting period.

(7) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaire is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective actions taken.

Ddl-L32 COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS

(a) General

(1) The offeror's cost proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime contractor as well as any subcontractors/team members/consultants.

(2) An offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-award-fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-award-fee, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(3) The cost proposal shall be prepared indicating cost elements and subtotals for each contract CLIN/year and a total for the entire contract. Submit spreadsheets showing all cost elements and calculations in hard copy and one copy on either a 3.5" diskette or CD in a Microsoft Excel format.

(4) Number all pages in the Cost Proposal (including all appendices or attachments). Provide a table of contents. Also, provide a Compliance Matrix which cross references the Cost Proposal to the solicitation content requirements. No information submitted for evaluation in the Cost Proposal shall be printed in a type font smaller than 10. This includes pricing spreadsheets.

(5) Provide the name, address, and telephone number of the cognizant Government Audit Agency Office and Contract Administration Office. Provide the date of your current Disclosure Statement and the date it was approved. If you have an approved purchasing system provide the date of the last review, date of approval if different, and the Government Point of contact who did the review.

(6) If the offeror has been authorized to submit invoices directly to the Paying Office, provide a copy of the authorizations from DCAA and the ACO.

(b) Detailed Instructions by Cost Element

(1) Direct Labor

(i) In order to evaluate all proposals fairly, offerors are directed to provide proposed costs based on utilization of the direct technical labor categories stated in Section H. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The labor categories/hours contained in Section L of this solicitation are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the offeror's intention to substitute lesser qualified personnel for original Key Personnel. Offerors shall, therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.

(ii) It is estimated that the following effort will be required by the contractor for performance of the work specified herein:

	WORKYEARS					
	BASE	OPTION I	OPTION II	OPTION III	OPTION V	TOTAL
LABOR CATEGORY	(12 Mos.)	(12 Mos.)	(12 Mos.)	(12 Mos.)	12 Mos.)	(5 Years)
<i>Program Manager</i>	1.00	1.00	1.00	1.00	1.00	5.00
<i>Senior Engineer</i>	16.00	16.00	16.00	16.00	16.00	80.00
<i>Engineer</i>	12.00	12.00	12.00	12.00	12.00	60.00
<i>Associated Engineer</i>	7.00	7.00	7.00	7.00	7.00	35.00
<i>Technical Support*</i>	6.00	6.00	6.00	6.00	6.00	30.00
<i>Admin Support*</i>	3.50	3.50	3.50	3.50	3.50	17.50
TOTAL WORKYEARS	45.50	45.50	45.50	45.50	45.50	227.50

* These are support categories, not classified as key personnel

(iii) The above estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed-to level of effort will be specified in the award document, in accordance with the Section H clause "Level of Effort."

(iv) The Government's estimate of effort is based on work years rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1820 hours and another offeror's workyear may be 1920. A minimum of 1,820 compensated regular hours per workyear is required.

(v) FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hour worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the offeror includes in the cost proposal.

(vi) Proposed hours shall be supported by a detailed breakout of an average workyear for exempt and non-exempt employees in the following format:

Description	Exempt	Non-exempt
One year base hours	2,080	2,080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Sick Leave		
Subtract Other Paid Leave (e.g., Jury Duty, Military Leave, etc.)		
Subtotal – Net Compensated Hours		
Add Uncompensated Hours		
Total Hours per Workyear		

It shall be noted that the proposed workyear, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement.

(vii) Offerors shall provide the following workyear information in narrative format:

- (A) List of offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

(viii) The above table includes estimated workyears for support personnel – Technical Support and Admin Support. These support categories are for personnel that do not meet the qualifications for the key personnel and are not considered Technical Professional personnel. If any additional support is proposed to be directly charged to the contract it must be added to the above workyears. For example, if any contract/business management or administration support is needed by the offeror, it shall be proposed. The offeror shall clearly state all administrative support functions that are to be direct charged, including word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The hours/amounts proposed for each of these functions shall be fully explained and justified. If the estimated support listed above is considered inadequate for a technical professional effort of this magnitude, additional support hours should be proposed based on an offeror's DCAA approved practice to direct charge support. Support functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the contract.

(ix) Labor Rates for Named Key Personnel - The cost proposal shall reflect actual labor rates expected to be expended in performing the proposed contract; e.g., actual hourly rates for named Key Personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table which shows the following for each named person:

- (a) Solicitation Labor Category
- (b) Contractor Labor Category and Composite Category Rate
- (c) Current (as of the date of proposal submission) salary
- (d) Effective Date of Salary
- (e) Current Hourly Rate Based on 2080 Hours per Year (Actual Rate

Excluding UT/TTA)

- (f) Current decremented hourly rate (if UT/TTA is proposed)
- (g) Contract base period hourly rate

- hourly rate
- (h) Escalation rate applied to current rate to achieve the contract base period
 - (i) Percent of Time Individual Will Be Utilized on Contract

Rates projected through the life of the contract. Offerors are cautioned that outyear rates must reflect the requirement for replacement of key personnel to have qualifications equal to or better than the key person being replaced.

(x) Labor Rates for UnNamed Key Personnel (Resumes not submitted with offer) – Key Personnel whose resume was not submitted with the offer may be priced based on contract labor average rates for the named key personnel. If any other basis is used, it must be fully explained along with the rationale justifying its applicability.

(xi) Non-Key Labor Rates - Category average rates may be proposed for non-Key hours. Proposed non-key rates should not be the lowest rate at which an individual may be provided but rather a representative rate for the category, i.e., a rate that represents the range of education and experience applicable to the category, not just the minimum requirement.

(A) Wage and Salary Plan - For each proposed contractor category identified for both Key and Non-key categories, identify:

- (1) The minimum and maximum hourly rates.
- (2) The current mean and median rate.
- (3) The minimum education and experience requirements.
- (4) Note whether the category is considered exempt or non-exempt.
- (5) Note the current number of contractor employees in each category.

(xii) Include documentation from the cognizant government auditor which shows the offeror's current approved category average rate for each labor category proposed, if applicable.

(xiii) If the contractor does not have established corporate labor categories for which the above information can be provided, the offeror shall provide a narrative justification of the realism of each proposed bid rate.

(xiv) Provide a copy of the overtime policy noting who is paid overtime and the applicable rate.

(xv) Escalation - Labor escalation is defined to include all factors which affect an individual's compensation level to include merit increases, promotions, and cost-of-living adjustments. State the annual labor escalation rate used in the Cost Proposal. Provide a chart that shows the salary history for each proposed named individual for the most recent 3 year period. Show the effective dates for each rate and compute an average annual escalation rate from these data. If a lower escalation rate is proposed than the average rate derived from the above table, specific justification shall be provided as to why the proposed rate should be considered realistic. Describe the management controls to be implemented to hold the actual labor escalation rate to what is proposed.

(xvi) Uncompensated Overtime - If decremented direct labor rates are proposed, either by the prime or by any subcontractor, the Cost Proposal shall include a detailed description, including examples as appropriate, of the manner in which the offeror plans to track and report compliance with the UNCOMPENSATED OVERTIME clause in Section H. If the offeror plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show in the Cost Proposal, how the number of UT hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates. Sample calculation shall be provided. Statements that the offeror's procedures are approved by DCAA are not sufficient.

(2) Other Direct Costs

(i) Offerors shall use the following unburdened amounts for technical travel:

	Base	Option 1	Option 2	Option 3	Option 4	Total
Travel	\$335,000	\$350,000	\$365,000	\$380,000	\$395,000	\$1,825,000

The above travel dollars are exclusively for technical travel requirements of the contract. All other travel is assumed to be overhead in nature. If, due to the use of remotely located personnel, including subcontractors, or the offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided.

(ii) All "material" costs are assumed to be overhead in nature, including copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.), personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who plan to direct charge any item other than travel shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following contract award.

(A) Description, justification, and detailed basis for the estimate.

(B) For any costs proposed on a per unit basis, (e.g., those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the unit charge. Statements that the rate has been accepted by DCAA are not sufficient.

(C) If direct charge is proposed for any leased item, identification of item, justification of need, and lease/purchase analysis shall be provided.

(D) If direct charge is proposed for depreciation of any capital asset, identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule shall be provided.

(iii) If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed during contract performance. Offerors shall note that the Realism Assessment will assess the extent to which the travel dollars provided above were allocated to proposed subcontractors. Offerors shall, therefore, provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants.

(iv) The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

(v) Offerors shall specifically state their accounting practices with respect to each of the following items of expense: relocation costs for an individual hired to work on a specific contract; copying costs for contract deliverables; material costs for contract deliverables (paper, notebooks, electronic media); computer costs (administrative); computer costs (technical); postage (including overnight delivery charges), long distance telephone and other communication costs (pagers, cellular phone charges, etc.), and training. Offerors shall note that indication that an item is a direct charge under this section will not result in its being allowable as a direct cost during contract performance unless associated costs have been included in the offeror's total proposed cost.

(3) Indirect Costs

(i) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.

(ii) For each proposed indirect rate (e.g, fringe, off-site overhead, on-site overhead, material handling, G&A, etc.) for each proposed cost center, note the individual elements comprising the pool for the respective rate and their relative weight in relation to the other elements. Note also the specific base to which each rate is applied. Provide this in chart format such as that shown below. For illustration purposes, a fringe pool has been selected.

<u>Weight</u>	<u>Pool Element</u>
xx%	Paid Absences
xx%	Payroll taxes (FICA, Medicare, FUTA, SUTA)
xx%	Paid Absences
xx%	Health Insurance
xx%	Life and other insurance
xx%	Training/education reimbursement
xx%	Retirement, 401K
xx%	Bonus
<u>xx%</u>	Other (specify)
100%	Total fringe pool.

(iii) Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission.

(iv) Provide a table showing each proposed indirect rate by contract year. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.

(v) Provide a four-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year and the three previous fiscal periods. Note whether the actuals have been audited by DCAA. Provide a detailed explanation for rate fluctuations from one year to the next of 10% or greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.

(vi) With respect to overhead and where teaming arrangements are proposed, it has been noticed that proposed overhead rates may reflect a plan to be co-located with a member of the team resulting in lower overhead costs for one or more of the firms. While this arrangement could be of significant benefit to the technical accomplishment of contract objectives, it may not result in realistic proposed costs because it fails to address the additional office space, furniture, equipment, and other support requirements associated with those individuals who are proposed to work in another firm's space. Where such an arrangement is proposed, the Cost Proposal shall specifically state what agreements have been made regarding these items of cost and shall clearly and specifically demonstrate how and where these costs are reflected in the indirect pool.

(vii) Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless caps are offered. A composite cap including all burdens applied to direct labor is considered preferable to individual rate caps.

(viii) If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy.

(ix) Provide copies of any DCAA correspondence that approve proposed indirect rates.

(4) Subcontracting Costs

Note the planned subcontract type for each subcontractor. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be fully supported. It is the responsibility of the prime contractor and higher-tier-subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal. . Failure to do so may be interpreted as the prime contractor's lack of management expertise in this area.

(5) Consultants. If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Identify the corresponding contract labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rate.

(6) Facilities Capital Cost of Money

The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.

(7) Fee

Offerors shall state their proposed base (fixed) fee rate and award fee rate along with the specific base to which it has been applied. The combined fees shall not exceed the statutory limitations imposed by 10 U.S.C. 2306(d) per FAR 14.404-4. Although none is planned at this time, offerors are reminded of the requirements of FAR 45.302-3(c) which provides that no fee shall be allowed on the cost of facilities when purchased for the account of the Government under other than a facilities contract.

(8) Subcontracting Plan

Offerors who are large businesses under the applicable NAICS code shall note the requirement for submission of a Subcontracting Plan. Offerors are cautioned to ensure that proposed small, SDB, and 8(a) subcontractors are considered small businesses under the NAICS code applicable to this acquisition. Offerors are also cautioned to ensure that their proposed direct subcontracting (as reflected in their Subcontracting Plan) is fully consistent with their Technical and Cost Proposals, as appropriate.

(9) Offerors shall note the inclusion of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FED 1993), by reference in Section L. This clause requires the submission of a complete Compensation Plan. This Plan shall be included in the offeror's Cost Proposal.

Ddl-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract performance start date of 1 JUNE 2004. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work

(SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by within 2 weeks after the solicitation is issued.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

Ddl-M10 GREATEST VALUE EVALUATION

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award. Proposals will be evaluated on the factors listed below, as well as other criteria identified in this section of the solicitation.

Technical Understanding
Key Personnel
Management Capability
Past Performance

The above evaluation factors are listed in order of importance. The factor Technical Understanding is the most important factor; it is twice as important as Management Capability and equal to the combined weight of Key Personnel and Past Performance. Technical understanding is four times as important as Past Performance.

(b) Offerors must meet each of the MANADORY REQUIREMENTS noted in Section H. An offeror not meeting all of these mandatory requirements (or having acceptable plans for meeting the requirements by contract award) will not be considered as eligible for award.

(c) Each factor and subfactor will be evaluated and rated. In addition, a risk assessment will be made on each factor and subfactor. Both risk and the offeror's plans for risk mitigation, if provided, will be evaluated.

(d) The evaluation factors for this award are further defined as follows:

(1) Technical Understanding - Evaluation of this factor will be based primarily on the Oral Presentation. The validity and thoroughness of the offeror's presentation will be evaluated as specific evidence of his understanding and capability to successfully perform technical requirements of this contract. Each scenario will be evaluated for:

a. Soundness of Approach - The reasonableness and clarity of the technical approach, schedules, staffing plan, management plan, risk management, financial controls, applicability of technical skills and professional development, and experience of staff.

b. Understanding of Aircraft Carrier Warfare Systems and Capabilities - The general and specific knowledge of Aircraft Carrier warfare systems and their capabilities; understanding of existing and developmental technology as it applies to Aircraft Carrier Warfare Systems.

c. Understanding of the Ship Integration Engineering Process - The identification and planned use of ship integration engineering methods and techniques as they apply to the ship integration of Aircraft Carrier warfare systems.

(2) Key Personnel - Evaluation of this factor will be based primarily on the written Technical proposal. This factor addresses the degree to which Key Personnel resumes meet, do not meet, or exceed desired qualifications for the respective key labor categories and the relevance of professional development. In addition, the relevance of individual experience to the technical requirements of the Statement of Work will be assessed using the required Personnel/Statement of Work Allocation Matrix. Resumes are required to cover 100% of the key personnel workyears of the Base Period as detailed in Section L. All key personnel workyears are equally weighted for evaluation purposes. Part time resumes will be accumulated to an equivalent workyear and assigned an average rating earned by the grouped resumes. In addition to assessing each individual resume, the entire proposed technical workforce will be assessed for capability to support the SOW with limited ramp-up time.

(3) Management – The Management factor will evaluate the offeror's ability to perform the non-technical aspects of contract performance and will be based primarily on the Oral Presentation. Each offeror's presentation will be assessed to determine the acceptability of the approach and the depth of understanding represented by that approach. The following three equally weighted subfactors will be assessed:

- a. Transition Plan
- b. Management Plan/Subcontractor Control/Quality Control/Efficiency
- c. Personnel Recruitment/Retention/Skills Improvement

(4) Past Performance – This factor focus on information that demonstrates quality of performance relative to the size and complexity of this requirement. The following equally weighted subfactors will be assessed:

- a. Quality of Products and Services
- b. Timeliness of Performance
- c. Cost control , billings and proposals
- d. Business Relations
- e. Customer Satisfaction
- f. Subcontracting (Prior use of small, small disadvantaged, and women-owned businesses as subcontractors and achievement of subcontracting goals)

The Government intends to review Contractor Performance Assessment Reporting System (CPARS) and/or DoD Past Performance Automated Information System (PPAIS) ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in either local files or from other Government sources. The Government may also consider information from past performance questionnaires, as required by Section L. General trends in a contractor's past performance will also be considered.

(e) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. Since the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(f) Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(g) Realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis, which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost

proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation.

(h) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.


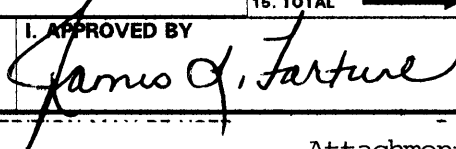
(i) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AIRCRAFT CARRIER WARFARE			E. CONTRACT/PR NO. N00178-04-C-2010		F. CONTRACTOR
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE SOW PARA. C.6		6. REQUIRING OFFICE NSWCDD N65	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK. 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
16. REMARKS CONTRACTOR'S FORMAT ACCEPTABLE WITH GOVERNMENT APPROVAL. SEE SOW PARA. C.6 FOR REPORT CONTENT. BLK. 13: EVERY THIRTY (30) DAYS THEREAFTER. BLK. 14: REPORT SHALL BE SUBMITTED VIA ELECTRONIC MEDIA				NSWCDD:	
				COR	1 0
				ACOR	1 0
				TA	1 0
				XDS12	
				(KLINE)	1 0
				*SEE BLK. 16	
				15. TOTAL →	4
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM TECHNICAL REORT-STUDY/SERVICES			3. SUBTITLE PLAN OF ACTION AND MILESTONE REQUIREMENTS (POA&M)	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW PARA. C.7		6. REQUIRING OFFICE NSWCDD N85	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 21 DAC	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
16. REMARKS CONTRACTOR'S FORMAT ACCEPTABLE WITH GOVERNMENT APPROVAL. SEE SOW PARA. C.7 FOR REPORT CONTENT BLK. 14: REPORT SHALL BE SUBMITTED VIA ELECTRONIC MEDIA				NSWCDD:	
				COR	1 0
				ACOR	1 0
				TA	1 0
				XDS12	1 0
				(KLINE)	
				*SEE BLK. 16	
				15. TOTAL →	4
G. PREPARED BY 		H. DATE 10-7-03	I. APPROVED BY 		J. DATE 10-7-03

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

(2 Data Items)

Form Approved
OMB No. 0704-0188

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Please DO NOT RETURN your form to the above address. Send completed form to:		
A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM AIRCRAFT CARRIER WARFARE	E. CONTRACT/PR NO. N00178-04-C-2010	F. CONTRACTOR
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1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	CONFERENCE MINUTES	

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A	5. CONTRACT REFERENCE SOW PARA. C.1.1.4	6. REQUIRING OFFICE NSWCDD N65
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE	b. COPIES	
						Draft
						Reg Repro

16. REMARKS	CONTRACTOR'S FORMAT ACCEPTABLE.		
	BLK. 14: REPORT SHALL BE SUBMITTED VIA ELECTRONIC MEDIA		
15. TOTAL 			

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A004	PRESENTATION MATERIAL	

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373	5. CONTRACT REFERENCE SOW PARA. C.1.1.4	6. REQUIRING OFFICE NSWCDD N85
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	b. COPIES Final Reg Rep

16. REMARKS CONTRACTOR'S FORMAT ACCEPTABLE. BLK. 14: REPORT SHALL BE SUBMITTED VIA ELECTRONIC MEDIA	NSWCDD:		1
	COR		1
	ACOR		1
	TA		1
	*SEE BLK. 16		
15. TOTAL →		3	

G. PREPARED BY <i>[Signature]</i>	H. DATE 10-7-03	I. APPROVED BY <i>[Signature: James G. Fature]</i>	J. DATE 10-7-03
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17. PRICE GROUP

**18. ESTIMATED
TOTAL PRICE**

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY:
TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR
AIRCRAFT CARRIER WARFARE N00178-04-C-2010

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A005 TECHNICAL REPORT-STUDY/SERVICES SOFTWARE TOOLS LISTING

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-MISC180508A SOW PARA. C.1.1.5 NSWCDD N65

7. DD 250 REQ 9. DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION 14. DISTRIBUTION
LT REQUIRED ASREQ ASREQ
8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION
N/A ASREQ
a. ADDRESSEE b. COPIES
Draft Final
Reg Repro

16. REMARKS
CONTRACTOR'S FORMAT ACCEPTABLE.
BLK. 14: REPORT SHALL BE SUBMITTED VIA ELECTRONIC MEDIA
NSWCDD:
COR 1 0
ACOR 1 0
TA 1 0
*SEE BLK. 16
15. TOTAL 3

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A006 TECHNICAL REPORT-STUDY/SERVICES COMPUTER HARDWARE LISTING

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-MISC-80508A SOW PARA. C.1.1.5 NSWCDD N85

7. DD 250 REQ 9. DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION 14. DISTRIBUTION
LT REQUIRED ASREQ ASREQ
8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION
N/A
a. ADDRESSEE b. COPIES
Draft Final
Reg Repro

16. REMARKS
CONTRACTOR'S FORMAT ACCEPTABLE.
BLK. 14: REPORT SHALL BE SUBMITTED VIA ELECTRONIC MEDIA
NSWCDD:
COR 1 0
ACOR 1 0
TA 1 0
*SEE BLK. 16
15. TOTAL 3

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY

H. DATE

10-7-03

I. APPROVED BY

J. DATE

10-7-03

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY:
TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR
AIRCRAFT CARRIER WARFARE N00178-04-C-2010

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A007 TECHNICAL REPORT-STUDY/SERVICES WORK ACTIVITIES LOGS

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-MISC080508A SOW PARA. C.1.1.5 NSWCDD N65

7. DD 250 REQ 9. DIST STATEMENT REQUIRED 10. FREQUENCY 12. DATE OF FIRST SUBMISSION 14. DISTRIBUTION
LT ASREQ ASREQ
8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION
N/A ASREQ

16. REMARKS
CONTRACTOR'S FORMAT ACCEPTABLE.
BLK. 14: REPORT SHALL BE SUBMITTED VIA ELECTRONIC MEDIA
NSWCDD:
COR 1 0
ACOR 1 0
TA 1 0
*SEE BLK. 16
15. TOTAL → 3

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A008 AWARD FEE SELF EVALUATION REPORT

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-MISC-80508A ATTACHMENT J.3, AF EVALUATION PLAN NSWCDD N65

7. DD 250 REQ 9. DIST STATEMENT REQUIRED 10. FREQUENCY 12. DATE OF FIRST SUBMISSION 14. DISTRIBUTION
LT SEMIA SEE BLK 16
8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION
N/A EVERY 6 MONTHS

16. REMARKS
CONTRACTOR'S FORMAT ACCEPTABLE.
BLK 12: 30 DAYS AFTER EACH AWARD FEE PERIOD SPECIFIED IN ATTACHMENT J.3, AWARD FEE EVALUATION PLAN
BLK 14: REPORT SHALL BE SUBMITTED VIA ELECTRONIC MEDIA.
COR 1 0
ACOR 1 0
TA 1 0
*SEE BLK 16
15. TOTAL → 3

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY H. DATE I. APPROVED BY J. DATE
10-7-03 James L. Tarture 10-7-03

DEPARTMENT OF DEFENSE 008-03
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: (x and complete as applicable)

a. PRIME CONTRACT NUMBER

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER

Due Date (YYMMDD)

3. THIS SPECIFICATION IS: (x and complete as applicable)

a. ORIGINAL (Complete date in all cases)

Date (YYMMDD)

b. REVISED (Supersedes all previous specs)

Revision No.

Date (YYMMDD)

c. FINAL (Complete item 5 in all cases)

Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

☐ YES

☐ NO. If Yes, complete the following:

Classified material received or generated under

(Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

☐ YES

☐ NO. If Yes, complete the following:

In response to the contractor's request dated

retention of the identified classified material is authorized for the period of

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

7. SUBCONTRACTOR

a. NAME, ADDRESS AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

THIS DD 254 IS A GUIDE FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON AWARD OF CONTRACT.

8. ACTUAL PERFORMANCE

a. LOCATION

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

ENGINEERING SERVICES RELATED TO AIRCRAFT CARRIER COMBAT SYSTEM INTEGRATION

10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
	YES	NO		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER (Specify)		
k. OTHER (Specify)					

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER, CODES CD206 & N60
DAHLGREN VA 22448-5100

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CONTRACT IS FOR ENGINEERING SERVICES. CLASSIFICATION MARKINGS ON THE MATERIAL TO BE FURNISHED WILL PROVIDE THE CLASSIFICATION GUIDANCE NECESSARY FOR PERFORMANCE OF THIS CONTRACT.

SEE ATTACHED SHEETS.

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) ☒ Yes ☐ No

ALL INFORMATION SYSTEMS AND COMPONENTS (E.G., COMPUTERS, NETWORKS, AND PERIPHERAL DEVICES) WILL BE ACCREDITED BY THE COGNIZANT NSWCD DESIGNATED APPROVING AUTHORITY PRIOR TO USE UNDER THIS CONTRACT.

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) ☐ Yes ☒ No

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

GLORIA E. ELMORE

Contracting Officer's Security Representative

(540) 653-8723

d. ADDRESS (Include Zip Code)

COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER, XDC94
DAHLGREN VA 22448-5100

e. SIGNATURE

Gloria E. Elmore

17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY |

CONTINUATION SHEET - DD FORM 254

All reports containing scientific/technical information (both classified and unclassified) will be marked on both the cover and title page with the following distribution statement: (For Intelligence Data - See Statement Below)*:

"Distribution authorized to U.S. GOVERNMENT AGENCIES ONLY; TEST AND EVALUATION"; (Date statement applied). Other requests for this document must be referred to Commander, Dahlgren Division, Naval Surface Warfare Center, Code N60, Dahlgren, VA 22448-5100.

*Intelligence data reports - distribution statement as follows: "FURTHER DISSEMINATION ONLY AS DIRECTED BY COMMANDER, DAHLGREN DIVISION, NAVAL SURFACE WARFARE CENTER (CODE T53), DAHLGREN, VA 22448-5100 (DATE APPLIED) OR THE OFFICE OF NAVAL INTELLIGENCE (ONI-52)",

All technical data provided to the contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the government.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Contracting Officer or Contracting Officer's Representative (COR). For intelligence data reports see the intelligence supplement.

Information on this contract is not releasable to personnel possessing reciprocal clearances without the written approval of NSWCDD. For intelligence data reports see the intelligence supplement.

CONTINUATION SHEET - DD FORM 254

All classified visit requests for activities other than Intelligence Community (IC) activities (i.e. DOD or national intelligence agencies) shall have "NEED-TO-KNOW" certified by the individual identified in Item 13.. Visit requests for subcontractors to activities other than IC activities will have "NEED-TO-KNOW" certified by the prime contractor. Requests for all visits to IC activities shall have "NEED-TO-KNOW" certified by the NSWCDD Senior Intelligence Officer (SIO). All requests shall contain the information required by Chapter 6, NISPOM. The time limit on all certifications shall not exceed the contract expiration date. Certifications to IC activities shall be on a case-by-case basis.

All classified visit requests for the Dahlgren Division, Naval Surface Warfare Center should be forwarded to the Visitor Control Office no later than five (5) working days prior to intended visit.

Any material produced under the terms of this contract will be classified directly from the source document(s) from which it was obtained. It will be marked with the most restrictive downgrading/declassification statement contained in such documents.

INTELLIGENCE INFORMATION

Intelligence information required in connection with performance shall be acquired under the direction of the Dahlgren Division, Naval Surface Warfare Center (NSWCDD) Scientific and Technical Intelligence Office (STILO), Code T53. Foreign intelligence will be provided in accordance with DOD Directive, DOD-0000-151C-95, DODIPP Production Procedures; OPNAV Instructions 3880.6 and 3811.1C and NSWCDD Instructions 3880.6A and 3811.1C.

The following conditions of release apply to Foreign Intelligence information.

a. The material does not become the property of the contractor and may be withdrawn at any time. Upon expiration of the contract, all foreign intelligence released and any material using data from such intelligence shall be returned to the NSWCDD Senior Intelligence Officer (SIO) for final disposition. Only with the prior authorization of the Office of Naval Intelligence (ONI-52) via the NSWCDD SIO may the contractor retain such material.

b. The contractor shall not release the foreign intelligence material to any activity or person of the contractors organization not directly engaged in providing services under the contract or to another contractor (including subcontractors), government agency, private individual, or organization without prior approval of the NSWCDD SIO, or ONI-52 via the NSWCDD SIO.

c. Intelligence material shall not be released to foreign nationals or immigrant aliens who may be employed by the contractor, regardless of the level of their security clearance or access authorization, without the prior approval of ONI-52 via the NSWCDD SIO.

d. Intelligence material shall not be reproduced without prior approval of the NSWCDD SIO, or ONI-52 via the NSWCDD SIO. All intelligence material shall bear a prohibition against reproduction while in the custody of the contractor.

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e. The contractor shall maintain records which contain the names of all individuals granted access to foreign intelligence material in the contractor's custody. These records shall be furnished to the NSWCDD Contracting Officer or the NSWCDD SIO on demand. The contractor shall ensure all individuals granted access to foreign intelligence information are aware of and abide by the controls set forth above.

Foreign intelligence is defined in SECNAVINST 5510.36 as the product from the collection, evaluation, analysis, integration, and interpretation of intelligence information about a foreign power and which is significant to the national security, foreign relations, or economic interests of the U.S. and which is provided by a Government agency that is assigned an intelligence mission.

AWARD FEE EVALUATION PLAN

**AIRCRAFT CARRIER WARFARE SYSTEM SHIP INTEGRATION
ENGINEERING SUPPORT**

CONTRACT N00178-04-R-2010

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AWARD FEE EVALUATION PLAN

SECTION I: INTRODUCTION AND DEFINITIONS

A. SCOPE

This plan describes the procedures for implementing the award fee provisions of the contract resulting from N00178-04-R-2010, a cost-plus-award-fee contract, for [at time of award incorporate *The Contractor and Address*], to provide comprehensive technical and engineering expertise to ensure the effective integration of Aircraft Carrier Warfare Systems into the ship, for new construction Nimitz class Aircraft Carriers, Nimitz class Aircraft Carriers that undergo Refueling and Complex Overhaul (RCOH), and in-service Carriers.

B. OBJECTIVES

The objective of this plan is to describe an award-fee determination process that provides NSWCCD with the control and flexibility needed to encourage and reward contractor performance in achieving the Government's objectives of integration of Aircraft Carrier Warfare Systems into the ship. Additional objectives of this plan are to provide guidance to Navy personnel concerning implementation of the award fee portion of this contract, and to enhance communications and understanding among all participants in the award fee determination process.

The contractor shall be paid such award fee amounts as may be determined to be appropriate by the Fee Determining Official (FDO), herein designated to be the NSWCCD Aircraft Carriers and EXW Program Manager (N60). The FDO shall make such determinations and will consider the recommendations from an Award Fee Board (AFB).

C. DEFINITIONS

1. Award Fee: The amount determined by the FDO to be payable to the contractor under the award fee evaluation plan of the contract.
2. Award Fee Board (AFB): A Board responsible for assessing the Contractor's performance in terms of the performance factors and recommending an award fee to the FDO, see exhibit 1.
3. Award Fee Board Chair (AFBC): The COR for this contract and responsible for running the AFB.
4. Award Fee Board Recorder (AFR): The person designated by the AFB Chair, to maintain a record of the AFEO deliberations, and to prepare the Award Fee report to the NSWCCD Contracting Officer.
5. Award Fee Coordinator (AFC): The Alternate Contracting Officer's Representative, under the direction of the Award Fee Board Chair schedules the AFB meetings, receives and validates reports from the Award Fee Performance Monitors and presents Contractor performance information to the AFB. The AFC assures the orderly implementation of the Award Fee Evaluation Plan.

6. Award Fee Evaluation Categories: The four performance categories defined in the contract to be evaluated are:

- Technical Performance
- Management Performance
- Schedule Performance
- Cost Performance

7. Award Fee Evaluation Organization (AFEO): The organization responsible for implementing this plan. The organization is comprised of the FDO, AFB, AFPMs, AFC and AFR.

8. Award Fee Evaluation Plan (AFEP): A plan that implements the award fee requirements of the contract and sets forth a complete description of the award fee process. The AFEP identifies and clearly describes the criteria and factors, as well as the associated weights to be used by the AFEB in evaluating contractor performance.

9. Award Fee Performance Monitors (AFPMs): Government personnel designated to monitor the performance of the Contractor on a continuing basis. The AFPM will be those individuals assigned as Technical Advisor (TAs) for each Work Area (WA). Each monitor will present Contractor performance information to the Award Fee Board.

10. Award Fee Pool: The amount of award fee dollars, determined by the Contracting Officer, to be available in the contract for payment of earned award fee and from which part, all, or none may be paid to the contractor.

11. Award Fee Self Evaluation Report: A formal, written report prepared and submitted by the Contractor to the AFC. The report shall contain the Contractor's evaluation of their performance during the reporting period.

12. Fee Determining Official (FDO): NSWCCD Aircraft Carriers and EXW Program Manager (N60) or designated alternate, who will determine the amount of award fee to be paid to the Contractor for their performance during each period.

13. Evaluation of Contractor Performance: A written report prepared by the AFPMs and submitted to the Award Fee Coordinator in accordance with this Award Fee Evaluation Plan. The evaluation form is Exhibit 2 to this plan.

14. Rating: A grade applied to the contractor's performance. When applied by the AFB in accordance with the AFEP, the rating determines the award fee amount recommended by the AFB to the FDO.

15. Weights: Because it is essential that the Contractor knows the importance the Government places on the various categories and factors of the AFEP, weights must be assigned and set forth in the AFEP. The overall rating will be based on the category weights.

SECTION II: ORGANIZATION AND RESPONSIBILITIES

A. ORGANIZATION

The AFEO membership consists of the FDO, AFB, AFC, AFR, all AFPMs and others if approved by the AFB Chair.

B. RESPONSIBILITIES

The overall responsibility of the Award Fee Evaluation Organization is to provide and assess the information regarding the Contractor's performance to assist the FDO in determining the award fee earned.

Specific responsibilities of the members of the Award Fee Board are as follows:

1. Award Fee Performance Monitors

(a) AFPM shall review and analyze available data on Contractor performance, including: meeting schedule, Cost Performance Reports, COR Meeting minutes, monthly reports, Contractor correspondence, and deliverables.

(b) AFPM shall prepare and submit Evaluation of Contractor Performance report(s), Exhibit 2. This report shall be a written assessment of the Contractor's performance for the award fee period based on the categories established by the AFEP. It shall be prepared and addressed to the Award Fee Coordinator (AFC) at least ten (10) days prior to the award fee determination. Those preparing reports are cautioned to ensure that a balanced report or evaluation is prepared, considering all aspects of the Contractor's performance, not limited to that documented. Both positive and negative aspects of the Contractor's performance shall be addressed.

(c) During the AFB sessions the AFPM shall offer an oral summation of his/her assessment of the Contractor's efforts for the entire award fee period being reviewed, and an overall rating for each area assessed. The overall rating shall be an adjective and appropriate numeric grade as defined in Exhibit 3. During this presentation, the AFPM should be prepared to discuss his or her evaluation of the Contractor and provide additional information if requested by the AFB or by the FDO.

(d) Each AFPM should report to the COR any existing problems prior to the Award Fee Determination.

2. Award Fee Coordinator (AFC)

(a) The AFC shall coordinate the AF determination session by establishing the date, time and location; and informing all participants.

(b) The AFC shall receive and evaluate the Evaluations of Contractor Performance and present them to the AFB, and coordinate the AFPM's presentations.

(c) The AFC will seek Contracting Officer guidance and consultation, when appropriate, and will keep the Contracting Officer advised on Award Fee matters.

(d) The AFC shall attend each AFB meeting and obtain copies of the Contractor self-evaluations and consolidate all documentation into a final package. The AFC shall maintain individual records of each AFB member's ratings in a notebook, which will be provided to each AFB Member at the start of each AFB evaluation. In addition, the AFC shall prepare and coordinate documentation required by the FDO, AFB and Contracting Officer.

(e) The AFC will be a non-voting member of the AFB.

3. Award Fee Board (AFB)

(a) The AFB will meet within thirty (30) days after the receipt of the Contractor's self-evaluation, which is due to the AFC within thirty (30) days after the completion of each award fee evaluation period. An agenda including a list of attendees is to be established prior to AFB meetings. Section III, paragraph D of this plan outlines the agenda of the AFB.

(b) AFB members must examine the pertinent documentation in sufficient depth to assure themselves of its meaning. Members must acquaint themselves with this AFEP along with the requirements of the contract.

(c) Each AFB member shall have a designated alternate to attend the AFB meetings in the event that a member is unable to attend. The use of an alternate by AFB members should be infrequent. These alternates are identified in this AFEP and a list of any newly appointed alternates shall be provided to the contractor. In the event that the designated alternate AFB member is also unable to attend the Award Fee Board meetings, a substitute member shall be appointed by N60. A quorum of three (3) members will be required.

(d) The deliberations and recommendations of the AFB and the resultant rating of the Contractor's performance will not be divulged to the Contractor except as the FDO desires.

4. Fee Determining Official

(a) The FDO will review the recommendation of the AFB and, using this data, shall make a determination of award fee as prescribed by the contract and the AFEP.

(b) The FDO is not bound by the AFB recommendation and may make an award fee determination at a variance with the recommendations.

5. AFB Recorder

(a) The AFB Recorder shall attend all award fee sessions for the purpose of recording official actions occurring at the session. This individual will record:

- i. Testimony given by AFPMs
- ii. Action items assigned by the AFB

- iii. Final ratings received by the contractor
- iv. Award Fee earned by the contractor

(b) The AFB Recorder shall prepare a report for distribution to all AFB members. The outline of the report is provided as Exhibit 5 to this plan.

6. Award Fee Board Chair

(a) The AFBC shall provide the FDO a single AFB total rating based on the evaluation category weights. The Chair of the AFB shall work with the AFB members to agree to a single total rating as the rating to be recommended to the FDO. The Chair may establish and provide the FDO a rating if the AFB cannot reach consensus. Ratings will be in whole numbers.

(b) Appoints the Award Fee Board Recorder.

(c) Conducts each meeting and ensure that necessary items of business are fully transacted.

(d) Approves each meeting agenda.

(e) May appoint additional AFB members as necessary.

SECTION III: EVALUATION PROCEDURES

A. INTRODUCTION/EVALUATION PERIODS

The evaluation process described herein is designated to take advantage of all reports, data, and meetings required by the contract. There will be a wide variety of contractor prepared reports and data, which will provide insight into the Contractor's technical, management, cost, and schedule performance. Written documentation from the contractor beyond that which the contractor is obligated to provide should rarely be required. There will also be periodic COR meetings necessary to conduct day-to-day operations which will afford opportunities to evaluate the contractor's performance. The evaluation rating periods for this contract is included in the available award fee table below.

Allocation for award fee for each period will be defined in terms of dollars at contract award. The amounts per period will be based on estimated cost and level of effort. Prior to each award fee determination session, any necessary adjustments to the award fee pool will be made. The amount per period will be based on funding provided and level of effort provided. No portion of the unearned award fee may be carried forward after a particular evaluation period to be earned at a later date. The evaluation periods for the contract are as follows:

<u>Period</u>	<u>Evaluation Period</u>	<u>Available Award Fee</u>	<u>Score</u>	<u>Earned Award Fee</u>
1	1st six months of CLIN 0001	*	**	**
2	2nd six months of CLIN 0001			
3	1st six months of CLIN 0002			

- 4 2nd six months of CLIN 0002
- 5 1st six months of CLIN 0003
- 6 2nd six months of CLIN 0003
- 7 1st six months of CLIN 0004
- 8 2nd six months of CLIN 0004
- 9 1st six months of CLIN 0005
- 10 2nd six months of CLIN 0005

* to be completed at time of award

** determined by FDO

Allocation of award fee for each period is defined in terms of total award fee pool applicable to the specific contract performance period. That pool will be divided equally when assessing available award fee pool for each evaluation period (6 months of the performance period). The award fee pool may be changed for any cost adjustment, which occurs during contractual performance.

B. EVALUATION CATEGORIES AND WEIGHTS

1. The evaluation categories are Technical Performance, Management Performance, Schedule Performance, and Cost Performance. The weights relative to each category are shown below:

<u>Category</u>	<u>Weight</u>
Technical	45%
Management	20%
Schedule	25%
Cost	10%

Changes in criteria weights from one evaluation period to the next will be reviewed prior to concluding each award fee session. The FDO will announce the future weight changes during the award fee session and the change will be formally incorporated through a contract modification.

2. The criteria involved in each category are listed below:

(a) Technical Performance:

The AFEO will judge technical performance by:

- i. ability to meet contract requirements relative to tasking and the associated product(s).
- ii. progress in support of tasking and the associated product(s).
- iii. ability to identify and define areas of deficiencies.
- iv. ability to recommend practical Government action in areas of deficiencies.
- v. adherence to Government standards and instructions

- vi. support of Aircraft Carrier Warfare System ship integration engineering at various program, shipyard, or shipboard facilities.
- vii. accomplishments in improvement of Aircraft Carrier Warfare System ship integration cost reductions, CDRL quality, configuration control, quality assurance, technical data quality, and/or data management.

(b) Management Performance:

Management performance will be evaluated by the AFEO in terms of the Contractor's effective and economical organization of all areas of effort required to complete Work Areas (WA)s. Performance will be measured in the following discrete management areas:

- i. Program management and management of administrative support; responsiveness to program changes; coordination and cooperation with cognizant Navy officials to resolve problems that may arise in communications, planning, scheduling and other related areas.
- ii. Staffing of personnel and maintaining contract level of effort, as required.
- iii. Effective use of technical personnel and their skill sets.
- iv. Effective utilization of subcontracts and subcontractor personnel; monitoring and control of subcontractors so that they are a seamless part of the contractor team.
- v. Ability to rectify problems or efficiently replace personnel who are not operating as effective team members within the Government-Contractor team.

Aspects of overall management performance, which will be considered in the evaluation include: establishment of internal controls to assure proper supervision of the work force and completion of assigned tasks.

(c) Schedule Performance

The AFB will consider the:

- i. Timeliness of contract deliverables and meeting ship schedule deliveries,
- ii. Responsiveness to program changes,
- iii. The team spirit the Contractor displays to meet deadlines,
- iv. The Contractor's early identification of problem areas and accomplishments in overcoming them to maintain schedules.

(d) Cost Performance

Prime consideration in evaluating the Contractor's cost performance will be whether actual cost experiences, together with realistic cost projections, indicate being under, at, or over the contract negotiated estimated cost with appropriate allowances for Government-directed program changes. The Contractor's cost planning and timely and accurate reporting of cost shall be considered. In addition, the Contractor's efforts, which result in cost savings, shall also be considered along with Contractor's efforts to meet subcontracting goals.

The clarity with which the Contractor's accounting system relates costs to the elements incurring those costs, such as direct labor, overhead rates, G&A rates, travel expenses, etc., shall be considered. This includes the need for clear distinctions with respect to the integration of inter-divisional transfer costs and their relationship to overall Corporate Headquarters costs.

Although each AFPM is invited to rate the Contractor on cost performance, the Contract Specialist and the COR will provide the final cost rating in an independent report to the AFB.

C. PERFORMANCE RATINGS

The Contractor's performance will be rated using the adjectives and ratings listed in Exhibit 3. These are translated into percentages of potential award fee.

D. AWARD FEE DETERMINATION PROCEDURE AND AGENDA

1. Within thirty (30) days after the end of each evaluation period under the contract, the Contractor shall furnish a description or self-analysis of his performance during the period being evaluated to the AFC. The Contractor shall make specific reference to the Contractors' accomplishments in relation to each of the applicable evaluation criteria to assist the AFEO in evaluating the contractors' performance during the evaluation period. The AFC shall ensure copies of this self-evaluation are distributed to the TA of each WA and to the AFB members.

2. The AFC shall request that the TA of each WA furnish an Evaluation of Contractor Performance at least ten (10) days prior to the AFB meetings to determine the award fee.

3. Within thirty (30) days of the receipt of the Contractor self-analysis, the AFB shall meet to determine the fee.

4. In the Opening Session of the Award Fee Determination meeting, the Contractor will be afforded the opportunity to give a brief oral presentation regarding his performance for the award fee period under review. The following personnel should attend the opening session:

- Award Fee Board Members
- Fee Determining Official
- Award Fee Performance Monitors
- Award Fee Board Recorder
- Award Fee Board Coordinator
- Contract Specialist

- All invited Fee Determining Official guests
- Contractor representatives

5. An executive session will follow and each AFPM shall orally present their testimony of Contractor performance. This presentation may add to the information already submitted in the evaluation of contractor performance. AFB members may ask for further clarification. A representative of NSWCD Contracting Department shall present the rating on Cost. The following should attend the executive session:

- Award Fee Board Members
- Fee Determining Official
- Award Fee Performance Monitors (may be excused after presenting testimony)
- Award Fee Board Recorder
- Award Fee Board Coordinator
- Contract Specialist
- Contractor representatives

6. Following the executive session a closed session will be held without contractors. During the closed session the AFB members will individually rate the contractor's performance followed by board deliberations. Consideration must be given to the importance of each WA in terms of dollar value/importance. The closed session will continue with the Chair presenting the recommendations to the FDO for discussion. The FDO shall accept or modify the recommendation of the AFB. The rating chosen by the FDO shall be multiplied by the amount in the award fee pool to determine the award fee. The following should attend the closed session:

- Award fee Board Members
- Fee Determining Official
- Award Fee Board Recorder
- Award Fee Board Coordinator
- Contract Specialist

7. Following the Closed Session a second Open Session will be held. During this session the FDO shall announce the rating/award fee earned. The FDO may also summarize the strengths and weaknesses of Contractor performance that were the basis of this fee. The following should attend this Open Session:

- Award Fee Board Members
- Fee Determining Official
- Award Fee Performance Monitors
- Award Fee Board Recorder
- Award Fee Board Coordinator
- Contract Specialist
- Contractor representatives
- All invited FDO guests

8. Allocation of the award fee is a unilateral determination by the Government. Should the Contractor deem the award fee determination inequitable, Contractor may reclaim that determination

in writing to the Contracting Officer, setting forth facts, which in his opinion would warrant reconsideration.

9. The AFB recorder shall provide a final report following the outline of Exhibit 5.

SECTION IV: CHANGES TO EVALUATION PLAN

- A. The Government has the unilateral right to change the Award Fee Evaluation Plan except for the changes in award fee periods, allocation of award fee pool to evaluation periods, and the award fee correlation.
- B. The Contracting Officer, with concurrence from the FDO, may change the weighting of the categories as is required. In particular, an unsatisfactory rating in a category may result in an increased weighting of that category in subsequent evaluations. The Contractor will be afforded notice of changes in the weighting of categories as part of the award fee session in accordance with Section III, paragraph B.1. In the event the Contractor does not receive such timely notice, the performance weighting of the previous evaluation shall apply.
- C. The AFC and Contract Specialist are responsible for revising and updating this plan. Changes are to be provided to the contractor and the AFB members.

SECTION V: AUTOMATED TOOL

An automated AF tool may be used to assist in the AF Evaluation Process. The tool would reduce paper reports and eliminate the need for an AFBR. The AF Tool will allow proper protection of contractor information.

AWARD FEE EVALUATION ORGANIZATION

FEE DETERMINATION OFFICIAL

N60, Program Manager Aircraft Carrier and EXW Program,
Alternate: Program Manager Aircraft Carrier Program

AWARD FEE COORDINATOR

Contract ACOR

AWARD FEE BOARD RECORDER

TBD

AWARD FEE BOARD MEMBERS

- (1) N65, Contract COR, Chairman
Alternate: Contract ACOR
- (2) XDS12 Contracting Officer
Alternate: XDS12 Contract Specialist
- (3) N60, Program Manager Aircraft Carrier Program,
Alternate: _____
- (4) N65, Branch Head,
Alternate: _____

AWARD FEE PERFORMANCE MONITORS

WA TAs

EVALUATION OF CONTRACTOR PERFORMANCE
CONTRACT No. N00178-04-R-2010
EVALUATION PERIOD:

WA No.: _____ TECHNICAL ADVISOR:

Performance Elements

1. **Technical**: Ability to meet contract requirements relative to tasking and the associated product(s); Progress in support of tasking and the associated product(s); Ability to identify and define areas of deficiencies. Ability to recommend practical Government action in areas of deficiencies; Adherence to Government standards and instructions; Support of Aircraft Carrier Warfare System ship integration engineering at various program, shipyard, or shipboard facilities; Accomplishments in improvement of Aircraft Carrier Warfare System ship integration cost reductions, CDRL quality, configuration control, quality assurance, technical data quality, and/or data management.

Strengths

Weaknesses

Rating: Adjective _____

Numerical Rating _____

Exhibit 2– Page 1 of 5

2. **Management**: Management performance will be evaluated by the AFB in terms of the Contractor's effective and economical organization of all areas of effort required to complete WAs. Performance will be measured in the following discrete management areas: Program management and management of administrative support; responsiveness to program changes; coordination and cooperation with cognizant Navy officials to resolve problems that may arise in communications, planning, scheduling and other related areas; Staffing of personnel and maintaining contract level of effort, as required; Effective use of technical personnel and their skill sets; Effective utilization of subcontracts and subcontractor personnel; monitoring and control of subcontractors so that they are a seamless part of the contractor team; Ability to rectify problems or efficiently replace personnel who are not operating as effective team members within the Government-Contractor team. Aspects of overall management performance, which will be considered in the evaluation include: establishment of internal controls to assure proper supervision of the work force and completion of assigned tasks.

Strengths

Weaknesses

Rating: Adjective _____

Numerical Rating _____

Exhibit 2– Page 2 of 5

3. Schedule: The AFB will consider the Timeliness of contract deliverables and meeting ship schedule deliveries; Responsiveness to program changes; The team spirit the Contractor displays to meet deadlines; The Contractor's early identification of problem areas and accomplishments in overcoming them to maintain schedules.

Strengths

Weaknesses

Rating: Adjective _____

Numerical Rating _____

Exhibit 2– Page 3 of 5

4. Cost: Prime consideration in evaluating the Contractor's cost performance will be whether actual cost experiences, together with realistic cost projections, indicate being under, at, or over the contract negotiated estimated cost with appropriate allowances for Government-directed program changes. The Contractor's cost planning and timely and accurate reporting of cost shall be considered. In addition, the Contractor's efforts, which result in cost savings, shall also be considered along with Contractor's efforts to meet subcontracting goals. The clarity with which the Contractor's accounting system relates costs to the elements incurring those costs, such as direct labor, overhead rates, G&A rates, travel expenses, etc., shall be considered. This includes the need for clear distinctions with respect to the integration of inter-divisional transfer costs and their relationship to overall Corporate Headquarters costs. Although each AFPM is invited to rate the Contractor on cost performance, the Contract Specialist and the COR will provide the final cost rating in an independent report to the AFB.

Strengths

Weaknesses

Rating: Adjective _____

Numerical Rating _____

Exhibit 2– Page 4 of 5

5. Overall Performance

6. Recognition of Personnel

PERFORMANCE RATINGS

The contractor's performance will be rated using the following adjectives and ratings.

(1) Outstanding

Rating: 91-100

The contractor has demonstrated a level of performance that is more than what could be reasonably expected from an effective and qualified contractor or the contractor has completed the program's objectives despite difficult conditions. The contractor's performance exceeds "very good." Areas of improvement may exist, they are not significant, and the contractor is proactively implementing improvement plans and demonstrating improvement. Cost, schedule, management and technical performance were without deficiencies.

(2) Very Good

Rating: 81-90

The contractor's performance exceeds "good." Areas in need of improvement exist. The contractor has taken action to correct the areas in need of improvement and has demonstrated improvement. Cost, schedule, management and technical performance deficiencies were resolved in a cost effective and timely fashion.

(3) Good

Rating: 71-80

The contractor's performance exceeds "acceptable." There are areas that need improvement, but they are not significant and they were offset by better performance in other areas. The contractor has implemented a plan to correct the areas in need of improvement. Cost, schedule, management and technical performance deficiencies were resolved with minimal impacts.

(4) Acceptable

Rating: 61-70

The contractor's performance exceeds "unsatisfactory." The areas for improvement were approximately offset by better performance in other areas. However, the contractor has a plan to correct the areas in need of improvement. The plan has yet to be fully implemented. Cost, schedule, management and technical performance deficiencies were resolved but without "unsatisfactory" impacts.

(5) Unsatisfactory

Rating: 60 and below

The contractors' performance is unacceptable. Immediate improvement is required in order to permit continuation of the contract. An overall rating of unsatisfactory results in zero fee payment and may be the basis for termination of the contract.

Exhibit 3

**AWARD FEE
INDIVIDUAL BOARD MEMBERS
EVALUATION FORM**

Board Member Name: _____

Date: _____

T.I.	WTs. %	Technical (45%)	Management (20%)	Schedule (25%)

Cost Performance (10%)

Available Award Fee: _____

Periods:	1	2	3	4	5	6	7	8	9	10
Previous Ratings:										

Exhibit 4

OUTLINE OF FINAL REPORT ON FEE DETERMINATION

1. Introduction
2. Performance Rating and Award Fee
3. Summary of Contractor Strength
4. Summary of Contractor Weakness
5. Summary of TA Testimony by WA
6. Summary of Cost Performance Report
7. Recognition of Outstanding Contractor Personnel

Exhibit 5

Ddl-J20 ATTACHMENT J.4 - VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction ideas are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?"

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?"

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?"

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS
(figures in percent)

Sharing Agreement

Incentive (Voluntary)		Program Requirement (Mandatory)		
Contract Type	Instant contract rate	Concurrent and future rate	Instant contract rate	Concurrent and future rate
Fixed-price (other than incentive)		50/50	50/50	75/25
Incentive (fixed-price or cost)		*	50/50	* 75/25
Cost-reimbursement (other than incentive)		75/25	75/25	85/15

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

To: _____

Subject: PAST PERFORMANCE QUESTIONNAIRE:

The Naval Surface Warfare Center, Dahlgren Division, Dahlgren, Virginia is conducting a competitive best value source selection under solicitation N00178-04-R-2010. We have requested the offerors for this solicitation to distribute this Past Performance Questionnaires to their customers with whom they have had active contracts over the last 3 years. You are requested to complete this questionnaire and FAX, mail or email it to the address shown below within 2 weeks of your receipt of this document. Past Performance is a significant source selection factor and it is important that this offeror receives a prompt and thorough response from its customers. Your cooperation is greatly appreciated.

FAX to: Linda Kline, Code XDS124
FAX (540) 653-4089
Voice (540) 653-7942
Email to: klinelb@nswc.navy.mil
Or Mail to: Contracting Officer
Naval Surface Warfare Center Dahlgren Division
Attn: Linda Kline, Code XDS124
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100

(To be completed by the Offeror before mailing to the customer.)

Offeror Name and Address: _____

Prime Contractor_____ Subcontractor_____

Customer Name and Address: _____

Customer Telephone Number: _____

Contract Number: _____

Period of Performance: _____

Total Contract Amount/Price: _____

Upon completion of this form it becomes Source Selection Information in accordance with FAR 3.104.

PAST PERFORMANCE QUESTIONNAIRE

To be completed by the customer

(Please complete the questionnaire and FAX it to Linda Kline, Code XDS124 (540) 653-4089 or mail/email it to the address on the previous page.)

I. CONTRACT IDENTIFICATION

A. CONTRACTOR: _____

B. CONTRACT NO.: _____

C. CONTRACT TYPE: _____

D. COMPETITIVE AWARD () YES () NO

E. PERIOD OF PERFORMANCE: _____

F. TOTAL CONTRACT AMOUNT/PRICE: \$ _____

G. DESCRIPTION OF PRODUCT AND/OR SERVICES PROVIDED: _____

H. LOCATION OF CONTRACT PERFORMANCE: _____

I. MAJOR SUBCONTRACTORS: _____

J. WAS THE CONTRACT TERMINATED FOR DEFAULT: () YES () NO

K. CUSTOMER/AGENCY IDENTIFICATION

AGENCY/CORPORATE NAME: _____

ADDRESS: _____

POINT OF CONTACT/TELEPHONE: _____

SIGNATURE OF RESPONDENT: _____

II. PAST PERFORMANCE EVALUATION

(Please circle the most appropriate answers and provide comments where needed to explain the assigned ratings.)

A. Quality of Products or Services

1. The quality of products/services received under the contract was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

2. The quality of the Contractors required reports and documentation was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

3. The quality of the Contractors overall technical performance, including compliance with contract requirements, commitment of Key Personnel to the project (if appropriate), and fulfillment of warranties (if required) was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

B. Timeliness of Performance

1. The Contractors timeliness in meeting interim milestones was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

2. The Contractors timeliness in completing the entire effort, including wrap-up and contract administration was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

3. Were liquidated damages ever assessed for failure to meet schedule?

___ NO ___ YES (please explain below)

COMMENTS: _____

C. Cost Control

1. If work was done under a cost-type contract, the contractor's ability to perform within the estimated cost was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

2. The contractor's performance in submitting billings which were complete, current, accurate, and without duplicate billings or unallowable costs was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

3. The contractor's performance in responding to change orders and the submission of timely and well-supported cost proposals was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

D. Business Relations

1. The Contractors record of effective management to meet contract requirements, including management of subcontractors was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

2. The Contractor's reliability in carrying out the effort, including prompt notification of problems, was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

3. The Contractor's demonstrated ability to be reasonable, to be cooperative and flexible when appropriate, and to respond to technical guidance and direction was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

E. Customer Satisfaction

1. The contractor's performance in regards to overall customer satisfaction was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____

E. Subcontracting Goals

1. The Contractor's record for achieving small, small disadvantaged and women-owned subcontracting goals was:

OUTSTANDING GOOD SATISFACTORY MARGINAL UNACCEPTABLE

COMMENTS: _____
